

No. 2400

# United States Circuit Court of Appeals

## Ninth Circuit

Appeal from the District Court of the United  
States for the District of Oregon

OREGON & CALIFORNIA RAILROAD  
COMPANY, A CORPORATION, *et al.*,

Defendants and Appellants

JOHN L. SNYDER, *et al.*,

Cross-Complainants and Appellants

WILLIAM F. SLAUGHTER, *et al.*,

Interveners and Appellants

*vs.*

THE UNITED STATES OF AMERICA

Appellee

—o—

### TRANSCRIPT OF RECORD

VOLUME X

PAGES 4893-5464

**FILED**

APR 4 - 1914

# TITLE

## NAMES AND ADDRESSES OF SOLICITORS UPON THIS APPEAL

For Appellants

OREGON & CALIFORNIA R. R. CO., *et al.*:

WM. F. HERRIN,  
P. F. DUNNE,  
J. E. FENTON,  
San Francisco, Cal.

WM. D. FENTON,  
Portland, Oregon.

For Appellants—JNO. L. SNYDER, *et al.*:

A. W. LAFFERTY,  
Portland, Oregon.

For Appellants—WM. F. SLAUGHTER, *et al.*:

L. C. GARRIGUS,  
A. W. LAFFERTY,  
MOULTON & SCHWARTZ,  
Portland, Oregon.

DAY & BREWER,  
Seattle, Wash.

A. C. WOODCOCK,  
Eugene, Oregon.

For Appellee:

JAMES C. McREYNOLDS,  
Attorney General.

CLARENCE L. REAMES,  
U. S. Dist. Attorney for Oregon.

B. D. TOWNSEND,  
F. C. RABB,

Special Assistants to the  
Attorney General.



Same as

876

884



No. \_\_\_\_\_

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# GOVERNMENT'S EXHIBIT 100-B

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## RECORD

Oregon Central R. R. Co.  
of Salem.

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Salem, Oregon, April 22nd, 1867.

On the above named day the Oregon Central Rail-



road Company was incorporated by filing Articles of Incorporation as required by Law.

A meeting of the Incorporators was this day held at which on motion of I. R. Moores, Esq., the Hon. Geo. L. Woods was chairman and S. A. Clarke Secretary.

There were present in person or by Attorney the following named of the Incorporators, John H. Moores, Hon. Geo. L. Woods, I. R. Moores, S. Ellsworth by G. L. Woods, his attorney, J. S. Smith and E. N. Cooke by I. R. Moores, their attorney and S. A. Clarke.

The Secretary was instructed to furnish and prepare a suitable Stock Book, and the meeting adjourned until One o'clock p. m.

At One o'clock p. m. on reassembling, being called to order, on motion of J. H. Moores the stock was subscribed to the following amount:

Geo. L. Woods	one share	\$100.00
I. R. Moores	one share	\$100.00
S. A. Clarke	one share	\$100.00
John H. Moores	one share	\$100.00
J. S. Smith	one share	\$100.00
E. N. Cooke	one share	\$100.00

On motion of I. R. Moores, Esq., it was

## RESOLVED

That the chairman of this meeting be and he is hereby instructed to subscribe the number of Seventy Thousand Shares (70,000 shares) of the Capital Stock of the

Oregon Central Railroad Company for the use and disposal of the Corporation; which having been done, on motion of Mr. Clarke, the meeting of stockholders proceeded to waive publication of notice and proceeded immediately to elect a Board of Directors, which motion passed unanimously, and all the stockholders being present in person or by Attorney, Gov. Woods was continued in the chair.

On motion, J. H. Moores, was authorized to cast a vote for the stock subscribed in the name of the Company, and the meeting proceeded to vote for a Board of Directors, the number on motion of J. H. Moores being fixed at Seven.

The votes cast being duly counted, it was found that J. H. Moores, Geo. L. Woods, I. R. Moores, E. N. Clarke, J. S. Smith and Sam'l. A. Clarke, were elected as such Board of Directors, by a full vote of the stock subscribed.

On motion the Directors proceeded to qualify according to the laws of Oregon in the following form and manner: C. S. Woodworth, a notary public being present.

“We whose names are hereunto subscribed, having been duly elected Directors of The Oregon Central Railroad Company, do hereby Severally Solemnly Swear that we will faithfully discharge, to the best of our ability, our duties as such Directors according to law. So help us God.

JOHN H. MOORES  
 (Signed) GEO. L. WOODS  
 R S 5 cts SAM'L A. CLARKE  
 I. R. MOORES

Subscribed and sworn to

before me this the 22d. day (Notarial)  
 of April A. D. 1867. ( Seal )

(Signed) C. S. WOODWORTH,  
 Notary Public

The Directors being duly qualified, they agreed unanimously to meet on tomorrow morning, April 23, 1867, at Eight o'clock to elect permanent officers, and on motion adjourned.

SAM'L A. CLARKE,  
 Secry

Salem, Oregon, April 23, 1867.

The Board of Directors having met at 8 o'clock a. m. pursuant to agreement, Geo. L. Woods being still in the chair, the minutes of yesterday's proceedings were read and agreed to.

The Chairman announced that the election of a President was the first thing in order. Geo. L. Woods being nominated, received all the votes cast and was declared to be unanimously elected President of the Oregon Central Railroad Company.

I. R. Moores was nominated for Vice President, and upon a ballot, he received all the votes cast and was declared unanimously elected Vice President.

J. H. Moores was nominated for Treasurer and upon a ballot he received all the votes cast, and was declared unanimously elected Treasurer.

S. A. Clarke was nominated for Secretary, and upon a ballot he received all the votes cast, and was declared unanimously elected Secretary.

Thaddeus R. Brooks was nominated for Engineer and receiving all the votes cast, was unanimously elected Engineer.

The following By Laws were read and adopted:

By Laws  
Of The

Oregon Central Railroad Company

Sec. 1. The fiscal and business year of the Company shall commence on the first day of January and terminate on the last day of December of each year, and shall be divided into four business periods or quarters, terminating on the thirty first day of March, June, September and December respectively.

Sec. 2. The annual meeting of the stockholders of this Company shall be held on the first Thursday of April of each year at such place as shall be appointed by Resolution of the Board of Directors at which an election of Seven Directors shall be held, to serve for the ensuing year and until their successors are elected and qualified. In case the said annual meeting for any cause shall not

be held on said day, or a majority in value of the stockholders should not be present, some other time shall be appointed within ninety days thereafter.

Sec. 3. No business shall be transacted at any annual or special meeting of the stockholders unless at least a majority in value of the stockholders shall vote in the same. Stockholders' meetings may be adjourned from time to time by the assenting vote of a majority in value of the stockholders; notice shall be published by the Secretary as to the time and place when annual or special meetings shall be held.

Sec. 4. The President or one of the Directors, with one of the Stockholders, shall act as the Judges of Election, receive, count, and canvass the votes and declare the result without delay.

The Secretary shall be the Tally Clerk and keep a regular tally list of all votes cast at such election. In the absence of any officer of election, his place shall be temporarily filled by the stockholders present.

Sec. 5. The office of the Company shall be in the City of Salem, Oregon.

Sec. 6. Four or more of the Directors shall constitute a quorum for the transaction of business, but no debt shall be contracted unless passed by at least four votes.

Special meeting may be at any time called by the President or three members of the Board.

Sec. 7. There shall be elected by the Directors, at the

first meeting after the annual election of Directors, from among their members, a President, Vice President and Treasurer, who shall hold office for the term of one year or until their successors are elected and qualified. They shall also elect a Secretary who must be a stockholder.

Sec. 8. The President of the Company shall have a general supervision—subject to the order of the Board of Directors—of the business and affairs of the Company, and shall preside at all meetings of the Board of Directors, and of the Stockholders, when present in person. The Vice President shall exercise all the duties and powers of the President, when the President is absent. In the absence of the President and Vice President, a President Protem may be appointed by the Directors. It shall be the duty of the President to sign all certificates of stock and, when so ordered by the Directors, to sign all deeds, bonds, contracts, checks or warrants on the Treasury, or all papers of whatsoever kind or nature, in which the company is a party.

Sec. 9. The Secretary of the Company shall attend all meetings of the Board, keep a fair and accurate account of all their proceedings and of the stockholders when met for the transaction of business, and prepare a quarterly and annual balance sheet, at the end of each quarter or year, showing the financial condition of the company, and lay the same before the Board. He shall keep an accurate account with each contractor, and all persons having dealings with the company, and shall also keep an accurate account with each of the stockholders relative to the amount of stock by them held; also to collect



all assessments levied, giving his receipt therefor and to receive all dues and receipts of the company from every source and pay over The same to the Treasurer immediately after the receipt, taking his receipt therefor. He shall keep a book of blank certificates of stock, fill up and countersign all certificates issued, and shall keep a proper transfer book and ledger in Dr. and Cr. form showing the number of shares issued to or transferred by any stockholder with the date thereof. He shall countersign all checks or warrants drawn on the Treasury and all other instruments in writing to which the company is a party. He shall keep all other books and perform all other duties pertaining to his office.

Sec. 10. The Treasurer of the Company shall take charge of, and safely keep and disburse under the regulations of the Board, all monies, goods, chattels, credits and evidences of debt of every kind belonging to the company coming into his hands. He shall deliver to the Secretary, daily, an abstract of all the receipts given by him on the preceding day. He shall take, keep and carefully preserve all vouchers in favor of disbursements, which he may make by order of the Board. He shall keep and appropriate a set of books, prepared for that purpose, which shall be at all times open to the inspection of the President, the Secretary, or any member of the Board. He shall also render a quarterly and annual account and statement.

Sec. 11. It shall be the duty of the Chief Engineer, to take charge of the surveys, location and construction of the road, and direct the operation of branches of the En-



gineering Service. Superintend the construction of all work under contract, and by himself or assistants, direct and control all contractors in the performance of their work. Pass upon or reject all work performed agreeably to contract and report annually and oftener, if required, the state and condition of the road, and submit estimates of future operations, as the business of the company and the progress of the work, may render proper and necessary.

Sec. 12. There may be appointed by the Board an Attorney for the company, who shall be the legal adviser of the company and perform such professional duties as may be required by the Board.

Sec. 13. All subordinate officers and agents of the company shall be appointed or employed by the Board of Directors, President or Chief Engineer in the several divisions of the service, as may be appointed by the resolutions of the Board from time to time, and the duties and compensation of all such officers and agents shall be regulated by the Board.

Sec. 14. The Board of Directors shall have power at any time by a vote of a majority of the Executive Board to fill any vacancies that may occur in their body, by death, resignation or otherwise; also by a like vote to remove any officer of its own appointment, or that may have been appointed or employed by any officer of the company, and the President or Chief Engineer may remove, at pleasure, any subordinate officer or agent in their respective departments.

Sec. 15. All elections shall be by ballot and all committees shall be appointed by the President unless otherwise ordered by the Board of Directors.

Sec. 16. The stock of the Company shall be transferred on the Books of the company, upon proper assignment and delivery of the certificates of the stock. No transfer shall be valid unless made as in this Section provided.

Sec. 17. Certificates of Stock shall be issued only for fully paid stock. In case of the alleged loss or destruction of the certificates of stock due proof of such loss or destruction shall be made, and a sufficient bond of indemnity given against any loss or damage the company may sustain, when a duplicate thereof may be issued.

Sec. 18. All disbursements shall be made by warrants drawn on the Treasury by the President or Secretary, but no such warrant shall be drawn without an order of the Board.

Sec. 19. No contract shall be binding on the Company unless previously sanctioned and ordered by the Board of Directors, and all contracts made by the Board of Directors, or any officer, agent or employe of the Company, shall be subject to and shall contain express stipulations that no stockholder of the company shall be individually or personally liable or bound for the debts of the company beyond or exceeding the actual amount of stock by him subscribed or held, and all contracts not containing and subject to such stipulations shall be void and neither the Board of Directors or any officer, agent

or employe of the company, nor any other person shall have any power or authority to bind the company or the stockholders by any contract or agreement unless the same shall contain such stipulations.

**Sec. 20.** The order of business before the Board shall be as follows: When Quorum appears, the President shall call the Board to order

- 1st. Reading of Minutes
- 2nd. Report of Committees
- 3rd. Secretary's Report
- 4th. Treasurer's Report
- 5th. Engineer's Report
- 6th. Written communications
- 7th. Unfinished business
- 8th. New business.

Prior to adjournment the minutes of the Meeting shall be read, amended if necessary, and approved by the Board.

**Sec. 21.** No alteration or amendment shall be made in these by-laws, unless presented at a regular meeting of the Board and considered at a meeting subsequent thereto, **PROVIDED** any By-Laws—except Section 21—may be suspended by a vote of not less than two-thirds of the Directors.

End of By-Laws.

On motion it was

**RESOLVED:**

That the president and Secretary are instructed on the part of the Oregon Central Railroad Company, to execute a contract with ALBERT J. COOK, of the State of Massachusetts for the building, completing and equipping of a railroad, according to propositions now submitted and before the Board, from Portland, Oregon, Southerly, through the Willamette Valley, One Hundred and Fifty Miles in divisions as specified, and report the same back for approval when duly executed.

On motion it was further—

**RESOLVED:**

That the President and Secretary are hereby instructed to execute two millions of non-assessable, preferred stock of the Oregon Central Railroad Company, in favor of Albert J. Cook, the said proposed contractor, to be delivered to him on the final execution and acceptance of the contract authorized to be made, as part payment for the construction of the road, and as collateral security for monies to be advanced by said contractors as a working capital. Said stock to bear interest at the rate of 7 per cent. per annum, payable in gold, and there is hereby set apart as sufficient amount out of the first net earnings of the road to pay the same.

And it was further:

**RESOLVED:**

That the following form of stock be approved by the Board:

On motion it was

**RESOLVED:**

That we adopt the annexed impression as the official Seal of this company to be used until a permanent seal is procured.

The contract authorized to be made for the company, by the President and Secretary, with Albert J. Cook, was now presented, as duly executed according to the orders of the Board and in Duplicate, and the same having been compared and found correct, and the substance thereof approved. On motion it was:

**RESOLVED:**

That the said contract be entered in full upon the minutes of this Meeting of this Board; that the same is fully confirmed and said two millions of preferred stock be executed and delivered in accordance with the terms thereof, as heretofore ordered.

The terms and propositions of said contract are in words and figures as follows:

**CONTRACT**

Memorandum of an Agreement made this 23rd. day of April in the year of Our Lord One thousand eight hundred and sixty seven (1867) by and between The Oregon Central Railroad Company organized under and in conformity with the general laws of the State of Oregon of the first part and Albert J. Cook of the Second part—WITNESSETH:

That Whereas the party of the first part own the

right, privilege and franchise for constructing, equipping and running a railroad from Portland in the State of Oregon, South, to the California line and Whereas the party of the Second doth agree and hereby agrees with the party of the first part to build and equip One hundred and Fifty Miles of said railroad with all the necessary rolling stock from Portland, South, through the Willamette Valley, for the Sum of five millions two hundred and fifty thousand dollars (\$5,250.00) reckoned at gold and specie value, that is to say, if payment from time to time be made in national currency—now so called—it shall be made in payments for so much only as the same is worth in gold at the time of such payment, and so it shall be reckoned with anything else that may be received in payment at the time of such payment.

And the party of the Second part doth further agree with the party of the first part to build and equip with the rolling stock complete for the working of the same, that is to say the road shall be built upon a uniform gauge of four (4) feet and eight and a half ( $8\frac{1}{2}$ ) inches, the maximum grade not to exceed (80) feet per mile and a minimum curvature of ten degrees (10), the width of the road bed to be eleven feet on the surface, the iron used to be the best quality known as “T” rail, weighing at least 45 lbs. per linear yard; the ties shall be the best wood to be obtained for strength and durability not less than six by eight inches and eight feet in length, to be laid at the rate of two thousand six hundred and forty per mile. The amount of rolling stock shall consist, for the first division of twenty five miles, extending from



Portland to French Prairie of two first class locomotives, weighing not less than sixteen tons each, two first class passenger cars, two baggage or express cars.

The next division of about twenty five miles reaching to Salem, one first class locomotive of not less than sixteen tons weight, two first class passenger cars, one baggage car, twelve box cars and two platform cars.

For the next division of about twenty five miles reaching to Albany, one first class locomotive, weighing not less than twenty-six tons, two first class passenger cars.

For the next division of about ten miles, reaching to near Corvallis, One first class locomotive, weighing not less than twenty six tons, two first class passenger cars and six box cars.

For the next division of about thirty miles, to Eugene City, one first class locomotive, weighing not less than thirty tons, three first class passenger cars, one baggage and ten each, box and platform cars.

For the last division of about thirty miles, two first class locomotives weighing not less than thirty six tons, four passenger cars, twenty box cars and six platform cars.

The contractors shall provide suitable stations and turnouts at various points to be designated by the company, at the rate of one for every ten miles; for water tanks as often as once in twenty miles, where water can conveniently be had, such locations to be designated by



the company. At the large towns, designated as the termini of the different divisions, suitable buildings shall be erected for the accommodation of passengers and freight, depots of ample size to accommodate the business of the road, shall be constructed in a substantial and durable manner; also engine houses of a sufficient capacity for the safe housing of all the engines.

The contractors shall erect and furnish suitable machinery for a repair shop at a point designated by the company.

The President of the company and the Engineer of construction, shall compose a commission, whose approval shall be necessary to the acceptance of the work.

And the party of the Second part doth agree to receive payment for the building and equipping said One hundred and fifty miles of railroad in the company's first mortgage railroad bonds, payable in twenty years from the date of the same, with interest semi-annually, **PROVIDED** that in case the company while the road is being constucted, is unable from its resources to pay the interest on its bonds issued to the said party of the Second part, the same shall be payable in the first mortgage bonds of the company, of regular series and character of their par value.

All said bonds to be secured by a first or bottom mortgage on said One hundred and fifty miles of railroad, and all the rolling stock thereof, and such amounts in specie as the company may provide, and the party of the first part, hereby promises, covenants and agrees with

the party of the second part to pay the sum of five millions two hundred and fifty thousand dollars, received at gold or specie value, as aforesaid, to the party of the second part, or its assigns, for constructing and equipping, with rolling stock said railroad, from Portland in the State of Oregon to the head of the Willamette Valley, or a distance of One hundred and fifty miles; and the party of the first part promises, covenants and agrees with the party of the second part, to issue or cause to be issued, the first mortgage, gold bearing, railroad bonds of the Oregon Central Railroad Company, the payment of which shall be secured by a bottom mortgage on said One hundred and fifty miles thereof, and all the rolling stock of the same. Interest on said bonds to be made payable at the rate of seven per cent. per annum as aforesaid; and the said party of the first part agrees, that the said bonds shall be issued in such forms and sums, and to be endorsed, if need be, to make the same negotiable and satisfactory. And the Engineers employed are to be paid by the party of the Second part, and shall, or may be, nominated by the party of the Second part, if it see fit so to nominate the same; and that the party of the second part shall be entitled to the earnings of the road until such time as the same is accepted by the company.

And the party of the first part, further agrees, to deposit in some safe bank in the State of New York, designated by the party of the Second part, fifteen thousand dollars per mile of the amount of said railroad bonds, to be delivered to the party of the second part in payment as aforesaid, as the bills of lading for iron and roll-

ing stock, and other materials, shall, from time to time, be accepted by such engineer, PROVIDED that the company shall not sell or dispose of their regular, first-mortgage bonds, at less than their par value, and the party of the first part further agrees to make monthly payments upon the work as approved by the Engineer, reserving twenty per cent. of the amount of work done each month, until the division is accepted by the commissioners.

And the party of the first part further agrees to use every means in their power to obtain as much cash and money aid from the people of Oregon, as is possible, for the furtherance of this enterprise.

And the party of the first part, further agrees to issue two millions of preferred stock of The Oregon Central Railroad Company, bearing interest at seven per cent. per annum, and deliver the same to the party of the second part immediately after the signing of this contract.

And it is further understood and agreed between the parties hereto, that the work shall be commenced within one year after the signing of this contract. And the whole one hundred and fifty miles be completed within five years thereafter.

And it is also understood that the common stock of the O. C. R. R. Co. shall be offered for sale to the people of Oregon, at ten cents on the dollar, and at the expiration of six months from the commencement of work on the road, subscriptions at the same rate shall be re-

ceived from any persons whomsoever, for the amounts then remaining unsold.

In Witness Whereof, we, Geo. L. Woods, President, and Sam'l A. Clarke, Secretary, on behalf of The Oregon Central Railroad Company, as authorized by the Board of Directors, have hereunto affixed our hands and the seal of said company, on the part of said company, party of the first part, to the foregoing contract this the twenty third day of April A. D. 1867, at the office of said company in the City of Salem, Marion Co., Oregon.

GEO. L. WOODS,

Pres., O. C. R. R. Company.

(Corporate)

( Seal )

S. A. CLARKE,

Secry., O. C. R. R. Company.

And for the party of the Second part

ALBERT J. COOK

Witness:

By his Attorney in fact

T. R. BROOKS

S. C. ELLIOTT.

J. H. PARKER

On motion it was

RESOLVED

That the Oregon Central Railroad Company borrow the sum of Five Million Two Hundred and Fifty Thousand Dollars (\$5,250,000.) on the credit of the corporation, that sum being deemed necessary for construct-

ing and completing their railroad, and for the purpose aforesaid there shall be issued five thousand two hundred and fifty of the bonds of the said company of the denomination and in the sums of one thousand dollars each, to be numbered from one to five thousand two hundred and fifty inclusive each payable to ——— or the holder thereof all of said bonds to be of the same tenor, date and amount and payable in gold coin of the United States of America, dollar for dollar, in the City of New York, and twenty years after the date thereof on a day certain, to be therein named, and to bear interest at the rate of seven per cent. per annum, payable semi-annually at the City of New York, and in the gold coin of the United States, for which interest, there shall be attached to said bonds, interest coupons payable to bearer in said City of New York in United States gold coin, dollar for dollar, on the days and times expressed as aforesaid, and the coupons so attached, to each of such bonds shall be numbered from 1 to 40 inclusive, which bonds shall be in the following form, to wit:

A

No.

THE OREGON CENTRAL RAILROAD  
COMPANY

1000

1000

THE OREGON CENTRAL RAILROAD  
COMPANY.

(a corporation duly organized under the laws of the State of Oregon, and having its principal place of busi-

ness in the City of Salem, in the county of Marion, in said State,) hereby acknowledge themselves indebted to **PITT COOKE, Esq.,** or to the holder thereof, in the sum of **ONE THOUSAND DOLLARS,** payable in **GOLD COIN OF THE UNITED STATES,** At the City of New York, twenty years from the date hereof, with interest thereon at the rate of **SEVEN PER CENT. PER ANNUM,** payable semi-annually, in like gold coin, at the City of New York, on the first day of January and July of each year, upon the surrender of the appropriate coupon hereto annexed. This bond is one of the series A of **FIRST MORTGAGE BONDS,** issued pursuant to a unanimous resolution of the Board of Directors, adopted April 23, 1867, authorizing the issuance and negotiation of the Bonds of said Company to the extent of **FIVE MILLIONS TWO HUNDRED AND FIFTY THOUSAND DOLLARS,** in six grand series, designated respectively A, B, C, D, E, and F, for the purpose of constructing, completing and equipping the Railroad belonging to the said Company.

The payment of the principal and interest of this and the other "**FIRST MORTGAGE BONDS**" above mentioned, is secured by a **FIRST MORTGAGE** executed by the said Company on the first **ONE HUNDRED AND FIFTY MILES** of their railroad, from the **CITY OF PORTLAND,** in the State of Oregon, to the head of the **WILLAMETTE VALLEY,** in said State, and on all the rolling stock, fixtures, and franchises thereof to **A. C. GIBBS** and **W. S. LADD,**



of the said City of Portland, said State, as Trustees for the holders of such "FIRST MORTGAGE BONDS" and coupons, and is further secured by the creation of a sinking fund for the purpose of such payment.

IN TESTIMONY WHEREOF, The said Company have caused their corporate Seal to be hereunto affixed, and these presents to be signed by their President and Secretary, this twenty-third day of April, A. D. one thousand eight hundred and sixty-seven.

\_\_\_\_—Sec'y.

(STAMP)

\_\_\_\_—Pres't

ENDORSED

Series A.

No.\_\_\_\_—

THE

OREGON CENTRAL RAILROAD

COMPANY

SEVEN PER CENT. "FIRST MORTGAGE  
BOND." PAYABLE IN GOLD

COIN APRIL 23, 1887.

\$1,000.

(           A.                   Bond No. . . . .

)   The Oregon Central Railroad Co.

(Will pay to the bearer Thirty Five Dollars in  
) gold coin at the City of New York on the 1st  
(day of January, 1868.   Sec'y.

We hereby certify that this Bond is one of the within described Series A, (said series being composed of eight



hundred and seventy-five Bonds of like tenor and date), secured by a Mortgage executed and delivered to us as within described.

)  
 )  
 ) Trustees.  
 )  
 )

Said bonds shall be signed by the President and Secretary of the Company and the corporate seal of said Company affixed thereto and the coupons shall be signed by the Secretary, the President and Secretary being hereby fully authorized and empowered in the premises, so to do.

And it is further ordered and resolved that there shall be and is hereby created, a sinking fund of a sufficient amount to pay from time to time, as the same becomes due, the interest and also the principal of said bonds: That the Treasurer of said O.C.R.R. Company shall on or before the first of June and December in each year, set apart out of any money in his hands belonging to said company, a sufficient amount to pay the coupons for the interest on all such outstanding bonds, then next coming due, which shall be appropriated solely for that purpose under the order of the Board.

That unless such bonds are otherwise sooner paid or redeemed, there shall be set apart as, and for a fund to redeem the same, on the first day of September, of each of the following years: 1883, 1884, 1885, 1886 & 1887, the sum and amount of One million and fifty thousand dollars (\$1,050,000.00) in gold coin, which said sum of

money shall be kept and used, or properly secured for that purpose and no other, under the order and direction of the Board of Directors, and it is further ordered and  
**RESOLVED**

That to further secure the payment of said bonds and the interest thereon as stipulated and provided as aforesaid, a mortgage be executed by the President and Secretary with the corporate seal of the corporation affixed thereto, and to be a first lien, upon the first One Hundred and fifty miles of the Company's railroad, commencing at the City of Portland and running southerly one hundred fifty miles, together with all the depots, warehouses and superstructure upon and belonging to said One hundred and fifty miles of railroad and upon the rolling stock, personal property and franchises pertaining thereto, as provided and permitted by the laws of this State.

On motion it was further

**RESOLVED**—That the orders and resolutions, so passed as aforesaid, and the bonds therein ordered to be executed and issued, and the mortgage to be made as security for the payment of the same, are so made, done, performed and executed upon the express condition that the stockholders of said Company, and the individuals who may hereafter hold stock in said company, shall not, in name or form either directly or indirectly, be liable for any of the debts or liabilities of said company beyond the amount respectively and individually subscribed by them to the Capital Stock of the Company.

On motion it was

RESOLVED, That the Secretary be authorized to procure the necessary stock certificates for the use of the Company.

Albert J. Cook—the contractor aforesaid—having by his Attorney in fact, S.G.Elliott, in a written communication, designated Jay Cooke & Co. of New York as his bankers to receive the bonds to be deposited according to contract, it was

RESOLVED

That the President and Secretary are authorized and instructed to execute three hundred and seventy five bonds from 1 to 375 inclusive, Series “A” of the form heretofore provided and forward the same to said Jay Cooke & Co., Bankers, Corner of Nassau & Wall Sts., New York City, with a letter of instructions, directing them to deliver the same, from time to time, in amounts corresponding to the value of iron and material shipped by said contractor for the use of the Oregon Central Railroad.

Whereupon the meeting adjourned.

S. A. CLARK

Secretary.

At a called meeting of the Stockholders held April 26th., 1867, at the Company's office in Salem, there were present G. L. Woods—President—J. H. Moores, I. R. Moores and S. A. Clark.



Subscribed and sworn to	(Notarial)
before me this the 26th.	( Seal )
day of April A. D. 1867.	(R.S.5 cts)
Witness my hand and	
Notarial Seal hereunto	
affixed.	I. R. Moores, Notary Public.

Whereupon the meeting adjourned.

S. A. CLARK,  
Secretary.

At a meeting of the Board of Directors of the Oregon Central Railroad Company, held at the office of the Company in Salem, November 27th. A. D. 1867, there were present, Geo. L. Woods, J. H. Moores, I. R. Moores, T. McF. Patton and S. A. Clark.

On the part of the contractors, A. J. Cook & Co., successors in interest to A. J. Cook, who contracted on the 23rd. of April last, to build and equip One hundred and fifty miles of the Company's road, from the City of Portland, South, there appeared before the Board, N. P. Perine of San Francisco, one of the said firm of A. J. Cook & Co., who on the part of said contractors proposed that a supplimental contract should be entered into to define and in some respects modify the terms of the said contract of April 23rd., 1867.

After due consideration with J. H. Mitchell and S. Ellsworth, attorneys for the corporation, it was ordered by a unanimous vote of the members of the Board present, that the Oregon Central Railroad Company will

this day enter into a supplemental contract with A. J. Cook & Co. which shall in form and matter be as follows:

This Supplemental Agreement, hereunto attached, is made to the following described contract, a copy of which—paged and lined—is hereunto annexed.

“Memorandum of an agreement made this 23rd. day of April in the year of Our Lord One Thousand Eight Hundred and Sixty Seven (1867) by and between The Oregon Central Railroad Company, organized under and in accordance with the General Laws of the State of Oregon of the first part and Albert J. Cook of the Second part;” and is made as an amendment to certain provisions of the said above described agreement and supplementary thereto.

The above described contract is amended as follows:

Strike out line 5 page 4 and in lieu thereof insert—*In the Company's first and second mortgage railroad bonds.* Also in line 14, same page, after the words “a first” add the word *and second*: Also amend Line 1, Page 5 thus: after the word “first” insert *and second*.

Also amend said contract by striking out Lines 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 & 29. All on page 5 of said contract: Also strike out lines 21, 22, 23, 24, 25 & 26 & 27 down to the word “unsold” on page 6. & in whatever lines and places in all said contract, the words “First Mortgage” occur, the same shall be amended to read “*First & Second Mortgage.*”

This supplemental agreement further Witnesseth:



That whereas the party of the Second part to the above described agreement, have expended large sums of money for materials for said road, which is now on the way by vessels to the port of San Francisco, California, and whereas the party of the first part failed to present the bonds provided for in the above described contract, before amended in a satisfactory form and manner and whereas the said amount of material already purchased is equal to three-fourths of the amount required for the first division as near as the same can be estimated, and whereas the party of the second part have arranged to use a fifty pound rail in place of the 45 lb. rail provided for in the above described contract, and to which the party of the second part agree: Therefore, the party of the first part agrees in addition to the covenants and agreements set forth in the above described contract, that the party of the second part shall have the free use of the said railroad for the transportation of all material required in said work, also as well all men, horses, mules, cattle, sheep, hogs and provisions of any and every kind required by said party, while constructing said road; also all iron, iron rails, bars, castings, spikes, chains, switches, machinery, frogs, car wheels and all timber for bridges, trestle-work, cattle guards and cross ties and timber for all depots, stations and all other materials required or used, with everything else required by said contract, in the construction of said road until said One hundred and fifty miles of said road has been completed.

And the party of the First part further agrees to execute a new mortgage of sixteen thousand dollars

per mile in place of the first one for thirty five thousand dollars per mile and deliver to the said party of the second part, three hundred thousand dollars of amount, also to execute four hundred thousand dollars of Series "B" for the second division and deliver One hundred thousand dollars of the said Series "B" at the same time that the said three hundred thousand dollars of Series "A" which shall be delivered immediately after the signing of this contract, to the party of the Second part.

And the party of the first part further agrees to deliver the remaining One hundred thousand dollars, for the first division as soon as the Engineer shall certify that all the materials are bought for the said first division; and also shall deliver the remaining three hundred thousand of the Series "B" as soon as the said Engineer shall certify that all the materials have been bought for the second division; and so it shall be with all the remaining divisions.

Said first mortgage bonds, to the amount of Sixteen thousand dollars per mile shall be delivered as soon as the Engineer of said company shall certify that the materials are purchased for such divisions until all the amounts of such first mortgage bonds are delivered to said party of the Second part.

And the party of the first part agree to execute a second mortgage on their road of the same form and style and for a like amount of the first mortgage and execute the second mortgage bonds and deliver the same as payment for work done by said contractors after all other means of said Company shall be exhausted, in



all other respects bearing the same rate of interest payable at the same time and in the same kind of money as provided for in the mortgage for thirty five thousand dollars in the attached former contract, only differing in being a first and second mortgage and in amounts of sixteen thousand dollars each in place of the one for thirty five thousand dollars.

And the party of the second part agrees to receive the said second mortgage bonds upon the terms set forth in the former contract for amounts due after the company shall have exhausted all their other means, and said bonds shall be taken upon the same terms as the first mortgage bonds.

And the party of the first part agree that they will enter upon the canvassing of the state for the purpose of having the common stock disposed of, upon the terms set forth in the preceding contract. That is to say, the stock shall be issued as full paid stock when ten per cent has been paid on the same, and all moneys received for said stock shall be paid to the contractors for work done so far as the same will go, reserving only ten per cent of the amount to meet the expenses of said Company.

And the party of the first part further agrees to advance to the party of the second part when the first section or division of the road is completed according to said contract, common stock of said company to the amount of thirty thousand dollars per mile for each mile of the two first sections of said railroad, less the amount

that may at that time have been sold as hereinbefore provided, and as each remaining section or division of said railroad is completed, the said party of the first part shall transfer to the said party of the second part, common stock of the company to the amount of thirty thousand dollars per mile, for each mile of the next succeeding division of said road, to be constructed, less such amounts as may at that time have been sold as aforesaid, and the stock so transferred shall be charged to the said party of the second part at the rate of ten cents on the dollar, and the amounts so charged to the said party of the second part, shall be considered as a coin payment made to them for the construction of said road.

And the party of the first further agrees to select a suitable location for the Company's shops and secure a title to the land for the same purpose as soon as possible, after the signing of this supplementary contract; Also they agree to assist in securing the right of way for the road as fast as possible after the engineer shall locate the line of said road also that the party of the first part will enter upon said canvassing for the taking of said stock as soon as this supplementary contract is signed and extend the same throughout the state of Oregon in a thorough manner.

And the party of the second part agrees to accept the above conditions in lieu of the former contract as an amendment to the same, reserving all the rights and covenants of the above described contract not changed or affected by this supplementary contract. And the said first contract is to remain in force in all respects wherein

the same is not changed by the present supplementary contract made in pursuance of a mutual understanding & to the mutual benefit to both parties hereto, & for the consideration above named.

In witness whereof the parties hereto have caused the same to be signed by the President and Secretary of the party of the first part, and by the party of the second part on this the 27th day of November A D 1867.

And on motion the Secretary was instructed to prepare such contract in duplicate and the President and Secretary were instructed and authorized to sign and execute the same on behalf of the company, and to deliver a copy of said contract so duly signed and executed to N. P. Perine when he should have signed and executed the said duplicate copies for and as one of the firm of A. J. Cook & Co. Successors in interest to O. J. Clarke, with whom the original contract was made on the 23<sup>rd</sup> day of April 1867

And on motion the Secretary was instructed to prepare for delivery to said N. P. Perine the bonds of the Company to be delivered to said contractors, according to the terms of said contract, that the same may be ready for delivery when the terms thereof are complied with.

On motion C. N. Terry and I. L. Parrish of Salem were duly elected Trustees for the bondholders, as required in issuing bonds under the terms of the Mortgage required to be made. And the Secretary was instructed to notify them of their election as such Trustees, and ascertain if they accept the said trust.

On motion the Board adjourned.

S. A. CLARKE

Secretary

Salem, Oregon April 7th, 1868

At the annual meeting of the Stockholders of the Oregon Central Railroad Company held this day at the Company's office in Salem there were present, representing the majority of the stock

A. J. Cooke by S. G. Elliott his attorney

Geo L Woods by I. R. Moores his attorney

S. Ellsworth by I. R. Moores his attorney

J. H. Moores

T. Mc F. Patton

S. A. Clarke

E. N. Cooke

S. B. Parrish

In the absence of the President I. R. Moores the Vice President presided.

The minutes of a meeting of Stockholders purporting to have been held on the 24th day of March, ultimo, were read and on motion of Mr. S. G. Elliott it was ordered, that all of said proceedings are hereby struck out and declared null and void, for the reason that the majority of the stock of the company was not represented.

On motion the meeting adjourned to meet at the office of the Chief Engineer of the Company at the City of Portland, on Wednesday April 15th, 1868.

S. A. CLARKE

Secretary

Office of Chief Engineer of O C R R Co

Portland Oregon, April 15 1868

At an *an* adjourned meeting of the Stockholders of the Oregon Central R R Company held this day there were present of the stockholders of the company representing a majority.

O. J. Cook by S. G. Elliott his proxy

G. L. Woods by I. R. Moores his proxy

S. Ellsworth

J. H. Moores

I. Mc F. Patton

S. A. Clarke

E. N. Cooke

S. B. Parrish

F. A. Chenoweth by I. R. Moores his proxy

J. H. D. Henderson

Phil Wasserman

S. F. Chadwick by H. Boyd his proxy

A. M. Loryea

A. L. Lovejoy

J. Conser

J. E. Ross by H. Boyd his proxy

J. H. Douthit

Hamilton Boyd

A. F. Hedges

J. H. Mitchell

I. R. Moores Vice President presiding the minutes of the meeting held April 7th were read and approved.

On motion Mitchell Ellsworth & Clarke were ap-

pointed a committee to report necessary amendments to the By-Laws of the Co.

After consultation the Committee made the following report

### REPORT

Your committee appointed to review the By-Laws, would make the following report.

We recommend that Sec. 2 be amended so as to read as follows:

“Sec 2. The annual meeting of the stockholders of this company shall be held on the first Tuesday of April of each year at such place as shall be appointed by resolution of the Board of Directors at which an election for twenty Directors shall be held to serve for the ensuing year and until their successors are elected and qualified.

In case the said annual meeting, for any cause shall not be held on said day, or a majority in value of the stockholders shall not be present, some other time shall be appointed within 90 days thereafter”.

And we further recommend that Section 6. of said By-Laws be so amended as to read:

“Sec 6. Seven or more Directors shall constitute a quorum for the transaction of business, but no debt shall be contracted unless passed by at least 11 votes.

Official meetings may be at any time called by the President or by five members of the Board.

(SIGNED)      J. H. MITCHELL  
                    S. ELLSWORTH  
                    S. A. CLARKE

On motion the report was received and the Committee discharged.

Mr. Mitchell moved that the report be adopted and the By-Laws be amended as therein proposed, which motion passed by a unanimous vote.

Mr. Loryea moved that the meeting proceed to the election of twenty Directors to serve for ensuing year, which motion passed.

Mr. Ellsworth moved that the vote of the individuals present composing the meeting shall be taken, to designate such Board of Directors, and that the Secretary be instructed to then cast a vote for the amount of stock held by the Company, said vote to be given for the persons indicated by the vote previously taken.

Thereupon a ballot was taken according to law, and upon the vote being cast by the Secretary in accordance with the foregoing instructions the following result was arrived at

Geo. L. Woods	received	70019	votes
I. R. Moores	"	70019	
J. H. Moores	"	70019	
S. A. Clarke	"	70019	
E. N. Cooke	"	70019	
F. A. Chenoweth	"	70019	
T. Mc F. Patton	"	70019	



J. H. D. Henderson	"	70019
S. Ellsworth	"	70019
Philip Wasserman	"	70019
S. F. Chadwick	"	70019
A. M. Loryea	"	70019
A. L. Lovejoy	"	70019
Jacob Conser	"	70019
John F. Miller	"	70019
John E. Ross	"	70019
J. H. Douthit	"	70019
Hamilton Boyd	"	70019
S. B. Parrish	"	70019
A. F. Hedges	"	70019

and were declared elected such Board of Directors.

### OATH OF DIRECTORS.

The Directors elected who were present—as follows—appeared and qualified by taking this Oath.

State of Oregon                    )  
  ) SS  
County of Multnomah)

We, I. R. Moores, J. H. Moores, S. A. Clarke, E. N. Cooke, T. Mc F. Patton, J. H. D. Henderson, S. Ellsworth, Phil Wasserman, A. M. Loryea, A. L. Lovejoy, J. Conser, J. H. Douthit, H. Boyd, S. B. Parrish and A. F. Hedges, Directors of the Oregon Central Railroad Company, being severally sworn do severally depose and say, that we will faithfully and honestly discharge our duties as such Directors.



I. R. Moores  
J. H. Moores  
S. A. Clarke  
E. N. Cooke  
T. Mc F. Patton  
J. D. H. Henderson  
S. Ellsworth  
Phil Wasserman  
A. M. Lovejoy  
Jacob Conser  
H. Boyd  
J. H. Douthit  
S. B. Parrish  
A. F. Hedges

Subscribed and sworn to before me this fifteenth day of  
of April A. D. 1868.

C. W. Parrish

Notary Public

(SEAL)

for Oregon

(Inter-revenue stamp, \$.05, affixed)

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Certificate of President as to election  
OF THE BOARD OF DIRECTORS.

Portland Oregon April 15, 1868

This is to certify, that, an election of Directors at  
the annual meeting of the stockholders of the Oregon  
Central Railroad Company this day held, the following  
named gentlemen were elected as the Board of Directors

of said company for the ensuing year, to-wit: J. H. Moores, S. A. Clarke, E. N. Cooke, T. Mc F. Patton, J. H. D. Henderson, S. Ellsworth, Phil Wasserman, A. M. Loryea, A. L. Lovejoy, Jacob Conser, H. Boyd, J. H. Douthit, S. B. Parrish, A. F. Hedges, I. R. Moores, I. F. Ross, Geo. L. Woods, S. F. Chadwick, F. A. Chenoweth, J. F. Miller.

I. R. Moores Vice Pres't.

acting President and ex-officio  
inspector of election.

It was moved and carried that a meeting of the Board of Directors shall be held this evening at this place.

On motion the meeting adjourned.

S. A. CLARKE

Secretary



Meeting of Board of Directors.

Office of Chief Engineer

Portland Oregon April 15th 1868

At a called meeting of the Board of Directors authorized by the meeting of stockholders this day held there were present Messrs. J. H. Moores, I. R. Moores, Cooke, Clarke, Patton, Henderson, Ellsworth, Wasserman, Loryea, Lovejoy, Conser, Boyd, Douthit, Hedges, Parrish.

On motion Mr. I. R. Moores presiding the Board

proceeded to the election of officers for the ensuing year.

Mr. Wasserman nominated Mr. I. R. Moores for President and upon a ballot being taken according to law, Mr. Patton and Mr. Conser acting as tellers, Mr. I. R. Moores received 13 of the votes cast and was declared by the Secretary to be duly elected President of the Board. Woods received one vote and there was one blank vote.

Mr. Douthit and Mr. Loryea were nominated for Vice President and upon a ballot, Mr. Douthit received six votes, Mr. Loryea received nine votes and the President announced that A. M. Loryea having received a majority of the votes cast was duly elected Vice President.

Mr. Cooke and Mr. J. H. Moores were nominated for treasurer and upon a ballot Mr. Cooke received eight votes, Mr. Moores four votes, Mr. Boyd one vote and the President announced that Mr. E. N. Cooke having received a majority of the votes cast was duly elected Treasurer.

Mr. Clarke and Mr. Patton were nominated for Secretary and upon a ballot Mr. Patton received four votes, Mr. Clarke ten votes Blank one vote, and the President announced that Mr. Clarke having received a majority of the votes cast was duly elected Secretary.

Mr. Clarke announced that as his position as Secretary, might be considered incompatible with a voice as Director, he offered his resignation of the position of Director, which resignation on motion, was accepted.

On motion it was ordered that a committee of three be appointed to prepare an address to the people of Oregon, on the value of railroads.

Messrs. Loryea, Wasserman and Boyd were appointed as such committee.

On motion it was ordered that an executive committee of five shall be appointed.

Messrs. Parrish, Loryea, Patton, Ellsworth and Lovejoy were appointed as such committee and at suggestion of Mr. Wasserman the President was added thereto, by the general consent of the Board.

On motion it was ordered that Finance Committee, consisting of three Directors be appointed.

Messrs. Cooke, J. H. Moores & Henderson were appointed as such committee.

On motion it was ordered that a committee of Ways and Means, consisting of three members shall be appointed.

Messrs. Boyd, Douthit and Wasserman were appointed as such Directors.

On motion Messrs. Loryea Ellsworth & Patton were appointed a committee to prepare instructions to the various committees and to devise a uniform system to be pursued in securing aid for the road.

Mr. Boyd offered the following.

## RESOLVED

That the Directors of this Board resident in the City of Portland be authorized and directed to com-

municate and confer with the common Council of the City of Portland and the County Commissioners, as soon as practicable, relative to a terminus and the securing of aid toward the enterprise, which was unanimously adopted.

Mr. President presented for the information of the Board a copy of the complaint made in a suit brought by State of Oregon ex rel agst J. Gaston and others, which was read by the Secretary.

Mr. Jas. P. Flint who was present by invitation addressed the Board at length on the prospects of the enterprise with many valuable suggestions as to course to be pursued to forward its successful completion. Expressing great admiration for the ability displayed by Mr. Elliott in securing aid from capitalists at the East, as contrasted with the success secured for similar enterprises in California in the like time.

Mr. Elliott was then invited to address the Board and detailed to them his proceedings at the East, the amt of material purchased and money aid secured, as well as the difficulties that had attended him. He also submitted proposition for the construction of the road through Southern Oregon which was referred on motion to a special committee of three consisting of Messrs. Patton, Hedges and Boyd.

On Motion It Was:

**RESOLVED.** That the Company send an Agent and representative to the East.

Which motion passed.

Mr. Lovejoy nominated A. M. Loryea as such agent and Representative, and a vote being taken, he was unanimously elected to said position.

On motion, the following preamble and resolution were adopted.

WHEREAS, It is deemed expedient as a measure to promote the interests of the Oregon Central Railroad Company and facilitate the fulfillment of the Contract existing between the said Company and A. J. Cooke & Company for the construction of the road of said company for one hundred and fifty miles from Portland South, that one of the Directors of this Company shall be sent to the Eastern States as its representative and Agent, and

WHEREAS, At a meeting of the Board of Directors of the Company A. M. Loryea has been unanimously elected to such agent & representative therefore it is hereby

RESOLVED. That A. M. Loryea as the agent and representative of the Oregon Central Railroad Co. is fully empowered to represent our interests and assist in all matters relating to negotiation of the Company's bonds, or the exchange of Securities, and he is expected to generally advocate & protect the interests of the Corporation in the Eastern States and keep the Company advised from time to time of his progress.

Upon motion the Board adjourned until tomorrow morning at ten o'clock.

S. A. CLARKE

Secretary

Portland Oregon Thursday

April 16th 10 o'clock A. M.

The Board met pursuant to adjournment. All present as of yesterday, the President in the chair.

According to arrangements made for the commencement of work upon the road at East Portland, and for an appropriate celebration of that important event, the details of which are fully given the Daily papers of the City of Portland, extracts from which are given herewith that the full voice of the press concerning the same may be preserved in the minutes of the company for convenient reference, and as a permanent record thereof.

From the Daily Evening Bulletin.

## RAILROAD COMMENCEMENT.

At the appointed hour this morning the various military and civic societies of our city, assembled on First street, where the procession formed in the following order:

Grand Marshal and Aids.

Fourteenth Infantry Brass Band.

### FIRST DIVISION.

Capt. C. S. Mills—Marshal.

Washington Guard.

Fenian Guard.

Mayor and Common Council of the City of  
Portland.



Chaplain of the Day.

Orator of the Day.

President and Directors of the O. C. R. R. Co.

Chief Engineer and Corps O. C. R. R. Co.

## SECOND DIVISION.

Chief Engineer Portland Fire Department—

Marshal.

Assistant Engineers Portland Fire Department.

Aurora Brass Band.

Willamette Engine Co. No. 1.

Multnomah Engine Co. No. 2.

Columbian Engine Co. No. 3.

Protection Engine Co. No. 4.

Vigilance Hook and Ladder Co. No. 1.

## THIRD DIVISION.

Marshal.

Citizens in Carriages.

Citizens on Horseback.

Citizens on Foot.

After marching and countermarching through the city, the procession crossed the river, forming on the east bank and marching to the spot selected for the commencement of exercises. The officer of the company, the members of Common Council, the orator of the day, and others, were called to the stand amid the plaudits of the multitude.

Rev. Mr. Waller advanced to the front of the Speak-



er's stand, and commenced the exercises by offering up a fervent prayer.

Hon. J. H. Mitchell then advanced, and on behalf of Samuel M. Smith, Esq., presented the President of the road with a shovel made from Oregon material, by Oregon workmen. His speech was eloquent in the extreme, and will be found in another column. President Moore responded in a neat speech, and taking the shovel he broke the first ground on the O. C. R. R. Co's. road, (east side.)

The vast number of people who left their business to attend these exercises attests the deep interest felt in the railroad enterprises now inaugurated in this State, and we sincerely hope that nothing will transpire to shake the people's confidence in either.

## THE DAILY HERALD

Official Paper of the City.

## CITY AND STATE NEWS.

ANOTHER GREAT DAY.—We have to chronicle another great event in the history of our young State. As announced, the formal commencement of the construction of the Oregon Central Railroad (east side) was inaugurated yesterday in East Portland, near the south line of what is known as Stephens' Land Claim. The exact locality in which transpired the interesting proceedings was decked with nature's green and presented as lovely a scene as one could wish to behold. Scarcely a stick or stone could be found to mar the beautiful sur-

face, and near by stood the proud and towering forest trees which grow so luxuriantly in Oregon, and seemed to look down with satisfaction upon the proceedings which rendered famous the day of which we write. Our object is to give but a general idea of what transpired for the information of those who were not present. We would gladly publish the speeches made by the different orators, but our space actually forbids such an undertaking. Early in the day our people (and the strangers who were in the city) began to stir and gave indications that something important was looked for. The Portland and Frush ferry boats were both engaged for the auspicious occasion, and everything that could be done by man was accomplished to consummate the celebration with a crowning success. At an early hour the Fannie Troup arrived at her wharf, bearing a large number of visitors from Vancouver, including the Fire Department of that town and the Cavalry Band from the garrison. At the wharf the firemen of our own city met and received their brother firemen in a flattering manner, and escorted them through our streets. The Washington and the Fenian Guards were out in gay uniforms, and lent enthusiasm to the occasion by their military bearing and presence. The Aurora Brass Band had arrived the day previous and gave us some of their sweetest strains. The programme, as advertised, was carried out to the letter. The Marshal (Zieber) and his Assistants (Messrs. Starr and Whiting), succeeded admirably in the parts allotted to them. When the great concourse of citizens and visitors reached the locality where

the ground was to be broken, they found great preparations had been made by the erection of stands, shades, and seats for the ladies, and in fact all that could be had been done, except to provide seats for the most of the thousands who were present, which of itself was ordinarily impossible. The stream of visitors was actually increased to the close of the proceedings, hence, to estimate the number there were out, is, to say the least, impracticable.

Everybody busied themselves talking, looking and surmising, and canvassing the great work to be commenced—the railroad stakes then stuck in Oregon soil was a wonder almost of itself, and they were gazed at with interest by all. After the crowd had become somewhat calm, Mr. Loryea called the multitude to order and stated that the first in the order of the ceremonies was the presentation of the shovel mentioned by us a day or two since as having been manufactured at the Willamette Iron Works in this city expressly for the occasion. The presentation speech was made by J. H. Mitchell, Esq., for and in behalf of Sam. M. Smith, who procured made this implement of industry. Mr. M. indulged in a few happy thoughts upon the resources of Oregon, prompted by the fact that the shovel he held in his hand was manufactured entirely of Oregon material, even to the oil upon the handle; the silver upon which the inscriptions were made was taken from the mountains of Santiam. President Moore, of the Company, received the shovel and made a neat response, after which he descended and with his own hands formally com-

menced the stupendous work of construction a railroad. Music and deafening cheers filled the air and all present seemed to be relieved, now that work had commenced. Immediately after Mr. Moore completed breaking ground, about fifty Chinese workmen began in dead earnest the grading of the road. The orator of the day, Mr. Upton, was then introduced, and for a short time indulged in the consoling thoughts suggested by the commencement of a great work, which in time would make us a great and important State. The next speaker called to the stand was J. N. Dolph, Esq., who also indulged in happy remarks suggested by the importance of the occasion. J. H. Reed, Esq., was then loudly called for; he made his appearance and excused himself with the "fallacy" that he had nothing to say. But the audience knew better, and repeated their demands for his re-appearance. He couldn't dodge it, and forth he came, and made one of those happy little speeches for which Reed is so proverbial. After the conclusion of the speeches, and the sights had been seen—i. e., laborers actually at work on the railroad, the entire assemblage reformed into a column, the military and firemen in the lead, and marched to the ferry landing, when they crossed as fast as two boats could carry them. Arrived upon this side of the river the different associations were escorted with music to their various quarters, and the Common Council, the Mayor and city officers to the Council room. The Vancouver firemen and military returned apparently happy over the day's doings. The steamer Senator was hauled up below the ferry landing,

in East Portland, to accommodate those who desired to ascend the river. Our citizens seemed determined to put in a full day, and many if "not more" gave themselves up to jollity and good feeling for the fraction of a day which remained. Not a disturbance of a serious nor a semi-serious nature occurred during the whole day, and that we consider a compliment to our people at large which cannot be granted to communities outside of Oregon. It is determined, we understand, to increase the force of laborers and continue in the good work commenced—which certainly is the hope of every man who has the interest of our State at heart.

## THE DAILY OREGONIAN.

Friday Morning, April 17, 1868.

### CITY.

Breaking Ground—East Side.—The 16th day of April, 1868, was a gala day in this city—a day to be long remembered by, at least, all who participated in, or witnessed, the ceremonies of "Breaking ground" for the Oregon Central Railroad, east side. At an early hour, large crowds of people belonging to this city, Vancouver, Oregon City, the towns above, and the surrounding country, gathered upon the principal streets to await the forming of the procession, announced to take place at 10 A. M. Flags were flying from the several Engine houses and most of the principal buildings of the city. The piazzas of the hotels and many of the residences, supported crowds of spectators of the animated



scenes in the streets below. Everywhere were people on foot, on horseback and in carriages, hurrying hither and thither in active preparation for the coming celebration. Never, except, perhaps, on our great National Anniversaries, has Portland witnessed a more general turnout of people, or more animated spectacles than were to be seen all along Front and First streets yesterday morning.

### The Procession.

At about 11 o'clock, the elements of the procession having been assembled, the Marshals began to form the column, on First street, the right resting on Stark. At a few minutes past eleven, the procession moved up First street, led by the Aurora Band, followed by the Washington Guard, the Fenian Guard, the Mayor and members of the Council of the City of Portland, the Chaplain, Orator of the Day, the President and Directors of the Oregon Central Railroad Co., the Chief Engineer and corps of employees, constituting the First Division. In this division was borne the shovel to be presented by Samuel M. Smith to the President of the Railroad Co., and to be used in breaking ground. The Second Division consisted of the First U. S. Cavalry Band, the delegations of firemen from the Vancouver Fire Department, and the Portland Fire Department. The Third Division consisted of citizens on foot, on horseback and carriages. The procession, after marching through the principal streets, proceeded to the ferry, and crossing as rapidly as the two commodious boats could carry the people, reformed on the east side of the river and

marched to the place selected for breaking ground. Long before the procession moved, vast crowds of people flocked to the boats and crossed over in advance to make sure of being present when the ceremony should begin.

### The Grounds.

The place selected for breaking ground was in an open field about three-fourths of a mile from the ferry landing at East Portland, and, perhaps, five hundred yards from the east bank of the river. Just on the right of the surveyed line of the railroad, a stand had been erected for the speakers, Directors and others who were to participate in the ceremonies. Opposite this was a shed containing tiers of seats for ladies. On the west and directly across the line of the road, were several tiers of seats for spectators—the three forming a sort of court or square opening to the eastward and looking directly out upon that part of the road where the workmen were to begin the grading as soon as the signal should be given that ground was broken. Just on the right of the speaker's stand in the center of the road, stood a flag staff from whose top floated the National banner. The preparations for seating the audience proved to be far too limited, not more than one-fourth of those present being able to get seats. A little way to the eastward were piles of wheelbarrow material, ready to be put together, shovels, picks and various other implements to be used in the work of construction, and farther along on either side of the marked line of grade, stood long rows of Chinamen with shovels in hand.



### The Ceremonies.

The assemblage, numbering not less than Five thousand people, of whom a very large number were ladies, having gathered about the stand, Dr. Loryea came forward and announced that the ceremonies would be opened with prayer by the chaplain of the day, Rev. A. F. Waller. The chaplain arose and addressed the throne of grace, with an impressive petition for the favor of God upon the enterprise now about to be undertaken.

### Presentation of the Shovel.

After music by one of the bands, the presentation to the President of the Oregon Central Railroad Co. of an Oregon-made shovel, was announced. This shovel bears on it a beautiful silver plate attached to the front of the handle, with the following inscription:

“Presented by Sam’l. M. Smith to the Oregon Central Railroad; Portland, April 16, 1868. Ground broken with this shovel for the first railroad in the State.”

Presentation address by Hon. J. H. Mitchell.

Mr. President of the Oregon Central Railroad Company, ladies and gentlemen: I have been selected upon this occasion to present, in the name and on behalf of Samuel M. Smith. Esq., one of the worthy pioneers in trade in the city of Portland, to the Oregon Central Railroad Company, this substantial and magnificent piece of workmanship which I now hold in my hand, and which is truly and emphatically in the various materials from which it is constructed, a most fitting emblem of the

invaluable and unfailing resources of the State of Oregon. The blade of this ESSENTIALLY HOME production, this substantial shovel, beaten out as it is from the virgin ore taken from the prolific mines of Oswego—the Pittsburg of Oregon—where lies imbedded this valuable metal in inexhaustible quantities and of most fabulous richness, is a true representative of this important class of our mineral wealth. The handle, made from an Oregon maple, represents that material interest which includes all the vast resources of trade and commerce that can and must eventually spring from the most magnificent forests with which our State abounds. The beautiful silver plate that adorns the handle, and which bears upon its face the inscription of the donor, was carved out of the precious metal taken from the mountains of Santiam within this State, and it serves to remind us that our mineral resources are not confined to the baser metals, but that here in Oregon, as well as elsewhere upon the golden shores of the Pacific, the honest miner finds a full recompense for his hours of patient toil. The handle, also, you will observe, has been seasoned with oil manufactured by an Oregon mill, from the raw material grown upon an Oregon farm by an Oregon farmer, while the workmanship and mechanism displayed in its construction are but a just tribute to the mechanical skill, and the commendable industry of the people of our State.

And, Mr. President, in acting upon this occasion as the medium through whom this representative of the material resources of our State is conveyed to you, and to

the corporation which you represent, as a tribute of respect and confidence from one of the citizens of Oregon, for the indomitable energy and perseverance which have enabled you to enter this day upon the practical work of the great enterprise for which you were incorporated, it may not be inappropriate in me to refer very briefly to the cause of our assembling together at this time. The occasion of our presence here today, is one of profound interest to the people of Oregon. We are here for the purpose of celebrating the commencement of a new era in the history of her people. For the purpose of witnessing the laying of one of the great corner stones of that wealth, prosperity, influence, civilization and empire, shall soon characterize our State as a bright particular star in the great family of States, for the purpose of inaugurating a work which, under your fostering care, and management, and the well known energy and business and financial ability of the contractors represented here today in part by such men as Flint, Peabody & Co., of Boston and California, calling to their aid as they have, the best among the Civil Engineer Corps of the Pacific coast and, in fact of the nation, promises fair to move directly and rapidly on to successful completion. And a work, which, when completed, will be the great life artery of our young and noble State, and along which, impelled by the irresistible and energizing power of steam, will bound and rebound the great vitalizing currents of population, wealth, trade, internal commerce, and all that tends to make up and work out a glorious destiny for the worthy pioneers of our adopted State.

We are here to celebrate the inauguration in Oregon of that system of internal public improvements, which in the Eastern, Western and Middle States has brought the vast multitudes of these extensive regions into a close communication of trade interest and sympathy, and which has bound them together as with bands of fire and ligaments of steel, and to which, more than to any other system of internal improvements, are the United States to-day indebted for their unparalleled growth in material wealth, prosperity and power. And therefore it is not strange that an event such as this should call from their homes, their firesides, their farms, their work shops, their offices, their parlors and their sitting rooms, this vast concourse of people who have come hither to approve by their presence and to witness the commencement of a work that must tell so deeply and so materially upon the future welfare not only of Oregon as a State, but also upon the individual interests of her people. And it is an occasion upon which the hardy pioneers, especially those who first braved the dangers but a few years ago, of these Western wilds, who first reared the standard of civilization along the picturesque banks of our beautiful and far-famed Willamette, and planted the first seeds of our present greatness and future glory, as a people, can rejoice with exceeding great joy as they look back over the conflicts and trials of the past, and now find all culminating in a new era of prosperity and greatness that must inevitably, and at no distant day, make Oregon as a State what her agricultural, mineral and manufacturing resources, as well as the character-

istic energy and go-aheaditiveness of her people justly entitle her to—second to none West of the Rocky Mountains.

This, to some, may seem an extravagant prediction; but it is one, the truthfulness of which, will be demonstrated during the lives of many of those I now address. The sound of “the shovel” of to-day, which is caused by the first breaking of ground by “the Oregon Central Railroad Company” is but the legitimate echo of ten thousand similar sounds that are to-day reverberating along the eastern base of the Rocky Mountains and along the eastern and western slopes, and amid the Alpine caverns of the Sierras, and which shall continue to wake up the stillness of those solitudes, until from Portland, Maine, to Portland, Oregon, shall be one unbroken line of railway, and along which shall move in one continuous phalanx the population and wealth of this mighty continent; but not only of this continent, but of the continents of the world; and the islands of the sea. The Great Union Pacific which is now gradually but surely threading its way across our land like a huge serpent with a tongue of fire mocking at every opposition, when completed, as soon it will be, and of which the road this day begun is but a legitimate extension, will be the great internal highway of nations, along which shall pour in one uninterrupted current the trade of Europe, Asia and America, as it passes on like a swift-winged messenger, according to the laws of its being, to circumtravel the civilized nations of men. And who is there, I inquire, in this vast audience, representing as it does



every department of industry and trade, after contemplating the past history of our country, the unmistakable, and truly prophetic signs of the present, can remain incredulous either as to the speedy completion of the work this day commenced, or the influence and power which when completed it will have upon the prosperity of this people in developing our resources and building up our State to something like its true character and legitimate proportions? The revolutions wrought by the age of steam and by the irresistible will and energizing power of the American people are so really fabulous in their appearance that were they not stamped indelible and enduring characters upon the pages of American history, and in still more comprehensive language of imperishable truth upon the very face, the wide savannahs, the rugged mountains and the verdant hills of our favored land, their history would be treated as a fable emanating from the brain of a visionary. In 1754, when Dr. Franklin projected a plan for the union of the colonies, he proposed the city of Philadelphia as a metropolis, giving as a reason that it was situated about half way between the two extremes, and, as he said, could be conveniently reached even from Portsmouth, New Hampshire in eighteen days. Had a child of the future risen up from the gray mists of coming time and said to Dr. Franklin yea, and two generations shall not pass away until Portsmouth and Philadelphia shall be within a few hours ride, the revelation would have been regarded even by that great philosopher and statesman, as one never to be fulfilled. Even he who never told a

falsehood, would have been disbelieved, if on the 30th day of November, A. D. 1782, when England conceded American Independence, the Father of our Country, the immortal Washington, had been enabled to lift the veil of the future that then flung its darksome folds across the coming greatness of our Republic and had been permitted to look down the great broad avenue of coming time, and gifted with the speech of prophecy had turned to Adams and Jefferson and Hamilton and Randolph and others of his great compatriots, and said to them: I see coming slowly but surely on away down yonder in the dim distance upon the broad plain of futurity, thirty-five millions of people from all over the vast continent they are coming up, and from all nations beneath the shining sun—they are bearing in their hands great white banners, upon which are inscribed “Liberty and Progress” and they are coming nearer and nearer, and very soon they will take the place of the three millions who now possess this land, and the eight hundred thousand square miles of territory which now comprises our possessions, I see expanding on the north, south, and west, into a mighty area of over three million of square miles, bounded by conterminous oceans, bearing upon its face everywhere the unmistakable impress of civilization, of greatness, of power; and yet all this, fabulous as it might then have appeared, has come to pass in the brief period of three-quarters of a century. And who can comprehend the progress that is to succeed?—with a country doubling its population every twenty-five years, and inestimably rich in all that can tend to wealth



the mind becomes disturbed and the imagination lost in contemplating the future greatness of our country.

Twenty-five years ago the place where now lie those beautiful cities which loom up to our view on the eastern and western banks of the peaceful Willamette—Portland proper and East Portland—with their teeming thousands of busy population, their happy homes and joyful hearts, their school houses, their academies, their colleges, their temples of justice, their wealth, their trade, their commerce, their influence and their power, was a barren wilderness, a pathless swamp, a dismal solitude, threaded alone by the trail of the red man, and echoing to no more inviting sound than the scream of the badger and the war-hoop of the savage. Then this whole Pacific coast, from the Golden Gate to Behring's Straits, that now flings its broad expanse of increasing greatness toward the gilded arch of our western sky, was one vast unbroken wild over which the bird of promise had never flown, and where the foot of civilization had never trod; but to-day, through the indomitable energy of our race, and by the magic power of works such as we are here to-day to inaugurate, the "Druidical silence" of that solitude has been broken, the forests have faded back into the dim distance, the verdant arches that had been entwined by the fingers of the living God in the great centres of these primitive wilds, have been displaced by temples reared by the hand of civilization and progress. Rivers and lakes are spanned, the valleys rise up from their lowly beds, at the command of the voice of enterprise, and the snow-capped mountains of

our golden coast are made to bow their everlasting heads in reverence and acknowledge the inevitable progress that is being made in all that tend to develop the resources of our heritage, and promote the general welfare of our race.

Receive then, Mr. President, this tribute of respect in the spirit of friendship and encouragement in which it is tendered, embodying and representing as it does, in the materials of which it is formed, many of the great elements of wealth that pertain to our present prosperity and greatness as a State, and which point forward along the line of coming years to a higher destiny and a more glorious exaltation. Take it, and may the important work with it this day begun go forward with all the rapidity possible consistent with the magnitude of the enterprise. May the hands that wield it in the great cause of internal improvement be as tireless as the hands upon the dial of time, and may the minds, and energies, and resources, that direct the work in which you with it this day engage, be as unfailing as the light of the sun; and may the time soon come when from the city of Portland to the SOUTHERN boundary of the State there shall be erected, through your energies and through the energies and enterprise of others, two great race tracks for the iron horse—the one upon the east and the other upon the west side of our noble river—and when the smoke from the fiery nostrils of the competing steeds shall rise up from the angry chargers, and bending over shall mingle with each other and with the hot breath that ascends as a gloomy pedestal from

the floating palaces ascending and descending our loved Willamette, forming an arch of beauty and grandeur, which in form and outline, though not in substance, shall beautifully symbolize the coming greatness and glory of our adopted State.

Mr. Mitchell's address was frequently interrupted by loud and prolonged applause.

President I. R. Moore's Reply.

Mr. Mitchell: In accepting for the Oregon Central Railroad Company the very neat and appropriate present of Mr. Smith, for whom you act upon this occasion, we regard it as not only a token of personal esteem to the members of our corporation, but as an earnest of a hearty sympathy with the purposes and objects of this enterprise, which he entertains in common with all the people of the State.

In the use of this gift, at this time, we behold not only the commencement of a great work fraught with issues of momentous import to our young and rapidly growing State, but the dawning of a new era in the history of Oregon that all here assembled will revert to in after days as the time when the garb, the habits and methods of thought of the frontiersmen were cast aside, and we commenced the race for political and commercial greatness with our sister communities in this great Nation.

And the first spadeful of soil is removed we see unearthed a germ of progress just putting forth which

shall continue to grow and expand, until the cities of this beautiful land will be busy centers of wealth and population, and teeming myriads shall occupy our valleys and mountains and develop the immense resources which as yet are scarcely appreciated. We feel that we can assure you that the work so auspiciously commenced to-day will only cease when the groaning granaries of our farmers will no longer need facilities for reaching the markets of the world and the drowsy echoes of the Umpqua and Rogue rivers will resound with the breathings of the iron horse on his rapid march in the work of founding agricultural and commercial empire.

In conclusion, and on behalf of the company, I thank you.

### Breaking Ground.

President I. R. Moores then descended from the platform, with the shovel in hand, and proceeded to the centre of the square where was driven the "first stake," and amid the acclamations of the multitude, threw out the first sod in the construction of the Oregon Central Railroad. The act was followed by three rousing and hearty cheers for the road, for the Directors and the contractors, and "Hail Columbia" by the Cavalry Band.

### Commencement of the Grading.

The cheers of the people had scarcely died upon the air, when the laborers, getting the signal, fell to work upon the grading of the road. This was followed by a considerable stampede of the people on that side of the crowd, to the spot, and the Chinamen were soon enclosed

between two walls of interested spectators, each of whom seemed to have a deep personal interest in the matters going forward. Many of them procured shovels and joined in the work. Among the latter were a considerable number of ladies who evidently shared in the general enthusiasm of the hour. There were hundreds who perhaps never handled a shovel before, can boast in after years that they threw out dirt at the inauguration of the Oregon Central Railroad. In a few moments, and after most of the people had returned to the stand, Judge Upton was announced and as he came forward, was greeted with cheers.

Hon. W. W. Upton's Address.

Ladies and Gentlemen: We have met to assist in ceremonies connected with events of the greatest importance to the citizens of Oregon. The ceremonies inaugurate a work of vast interest to us a people and to our State. The great line of railroad that sooner or later must connect Oregon with the Atlantic States, and pour treasures of produce from the Willamette Valley and our other rich valleys into the world's markets and return its equivalent, can not be laid down at once; it is a work of time, labor and capital. There must be a beginning, and the day that begins it is not altogether a day of ceremonies; not altogether an idle day. These ceremonies signalize the commencement of that work.

This large concourse of people is here to signify public approbation of this effort, and to signify their willingness to put their shoulders to the wheel, and to



contribute material aid to roll on this daring enterprise.

The people of Oregon are now fully alive to the great interest we have in railroad communication with the rest of the world. The recent action of the city of Portland in favor of railroad communication, shows the feeling on the subject in this city, and its almost unanimous approval by the people of Portland is but an index of the feeling that pervades the State. We no longer have any fears of too many railroads or too much railroad.

Although railroads have been in practical use about half a century, it is during only a few years that we have had any real understanding of through lines or thoroughfares—of those great lines of railroad travel and freight that roll population and labor and life and activity and wealth into a new country, and make the West a part of the East, and the East common property with the West.

It is only ten or fifteen years that this matter has been at all understood, anywhere. How has this thing been learned? Those fortunate regions where it has been tried have found commerce and business and wealth poured in upon them like the rain from heaven. Those unfortunate localities that have neglected or resisted these great arteries of trade, find themselves shut off from the marts of the world, and the rich products of a bounteous soil lie almost useless in their granaries, or are struggling in an almost hopeless effort to make produce over-pay the expenses of its own transportation to market.

One of the most astonishing facts developed in modern times, is the cheapness at which these great lines of railroads can transport freight and passengers long distances. Men not in the business are astonished when they learn that a full employed railroad can carry freight a thousand miles, cheaper than it can be put into and taken out of a merchant vessel. The lighterage, stowage and discharge of a cargo of merchandise costs more on an average than it costs a business road to transport the same cargo a thousand miles. It is the long lines of road with an immense business that can work at the rates. What was it, that in a period of ten years changed the value of improved farms in Illinois, Wisconsin and other Western States from an average of ten dollars per acre to an average of fifty to sixty dollars per acre?

Railroad men discovered within that time that they could carry flour from Chicago to New York city for twenty-five cents per barrel and other products at similar rates. The ordinary and natural completion of four great lines of railroad fixed that price, and made a grain field of Illinois bring as much freight per acre as a grain field a few miles from New York city. The grain fields of the West come up at once in price so near the value of Eastern farms. The farms enriched the railroads and the railroads enriched the farms. They developed each other and reaped mutual advantages.

The results of energy and competition in railroads on the routes from the Atlantic to the Mississippi has astonished all parties. How many miles of railroad could



be paid for with the rise on real estate within that time in one of those States? a rise of property caused principally by the construction of railroads.

This increase in the value of land in Illinois alone, is sufficient to build and equip a line of railroad reaching twice around the earth. The same addition per acre to the value of the available lands in the Willamette valley would reach the sum of \$150,000,000. And yet there are some men who have not quite done with the query, "Will a railroad up the Willamette valley pay?"

In making estimates, some men leave the rise of real estate out of their figures. In the estimate just mentioned, reference is made to farming lands alone. A full estimate would add to these figures; the value of the towns that would spring up as the country improved, and the increase in value when our present villages shall be transformed into populous and wealthy cities. This increase in value will take place at some time. It is sure to come sooner or later. But if it is seen by the present generation, it will be because the present generation builds roads. Our first and most obvious want is population. We want every acre of choice lands under cultivation.

While on this subject of population, I want to say one word to you, Gentlemen Directors, on the subject of the kind of labor it is your interest to employ. It is your interest, in my opinion, to construct the road by means of the labor of good, able bodied white men. Men whose bones and sinews are made of beef and bread, and who can earn the money you pay them; and who will

form a part of the permanent population of the country to patronize the road when it is done. You will get no more labor, in my opinion, out of the rice-fed Chinamen, for the same money. He may work cheaper but will do less work. He is not able to work at hard labor with the energy of a white man, and the employment of Chinamen does nothing toward populating the country, but retards it, and I am opposed to it for every reason. Population is everything to a railroad as well as to the country, and it is a question of deep interest to the road, as well as to the country.

Oregon has the resources to support an immense population. She holds out inducements to agriculture, as soon as a way is opened to markets, such as few countries hold out. Our crops turn out as largely for the labor bestowed, and are of as good quality, as those of any large tract of land in the world. Another marked feature of the country, and an important one, is that OREGON HAS NEVER YET HAD A FAILURE OF CROPS.

None but those who have seen the impoverishing effect of repeated failures of crop, can realize the immense advantage of this feature of our soil and climate.

The 3,000,000 acres of land of the Willamette will support a larger population and pay well for a larger amount of labor than any other extensive tract of land. At most, every acre of it will justify high and thorough cultivation and will increase the profits of tillage in proportion to the labor.

But it cannot be worked until a way is opened to markets. It cannot be worked while our produce has to pass through the houses of the California merchants, and submit to the system of traffic their ingenuity has invented or while it in any manner takes the slow, circuitous and expensive route by way of the isthmus.

We are here today because the people of Oregon have begun to put their hands together and are striking a blow in the right direction.

The breaking of ground for a line of railway up the Willamette valley is the first of a series of steps that is to link Oregon with the great centers of commerce and wealth, and give impetus to our exertions.

There is no danger of too many outlets of trade. There is no danger of too many roads. It has hardly ever happened that a railroad was built that was not needed. Such a thing is next to impossible.

I hope to see the two roads now about starting from this place move on with even and rapid pace to some proper point well up the valley and then join their forces and push on in the most eligible course toward the Atlantic States.

To Oregon should belong some glory and some rewards connected with the continental roads. It was an Oregon man that first promulgated the idea of a continental road.

It was an Oregon man that first offered to build a road across the then wilderness continent for a strip of

unoccupied waste land. He vainly begged and petitioned Congress for the privilege. He was on the right track, but he was one generation in advance of the age. Like many great men, he got too far in advance of his forces. His heart was right, and his "head was level," but the world was about twenty-five years behind him and did not come up in time. The world "failed to connect."

An Oregon man was the first to project a great national railroad, and if there is anything in the signs of the times, Oregon men will not rest satisfied until the project becomes an accomplished fact.

We shall hail the first rapid puffing of the locomotive as a sign of destruction to the forests around the city of Portland. When the sound of the train reaches up the Willamette, and the ground begins to tremble under the tread of the iron horse, waste land will recede on the right and the left to give place to cultivated fields; the fern will be driven out, our timber will become merchandise, population will roll in, and the hum of industry will be heard from the Coast Range to the spurs of the Cascades, and from the Columbia to the sources of the Willamette. As the line emerges from the valley and leads on to join its iron bonds with those of the Central Pacific, or the Union Pacific, the hum of industry will still keep pace with the shriek of the whistle and the jar of the train.

Railroads give life and activity to a country, and encourage men to work. The locomotive running

through a productive country has a wonderful effect on the farms in a little while. It drives all the brush out of the corners of the fences and roots out the stumps; it builds great barns on the farms; it straightens out the lines of the fences and makes them look as if they were laid by a surveyor. It sets up stakes at the corners of the fences and puts a wire on the stakes and lays two rails on the wire. It gives the fence a good "worm" and turns all the five and six rail fences into eight rail fences.

When this great artery of trade is added to the net work of iron roads that now almost annihilates distance on the Atlantic side, won't we visit "the settlements?" Won't the old homesteads on the Atlantic side get waked up? Won't the ladies and children have a millenium? But this thing is not half as far off as the millenium. The railroad men know that it will pay, and they are not afraid of anything that will pay. They would saw up Mount Hood and sell it for whetstones if it would pay. They know that a railroad will pay if everybody makes up her mind to travel and take the children. You know we are all going across on about the first train, and then all our friends on the other side, and most all our friends' friends will start about that time to come and see us. Everybody will be bound to travel, for everybody is waiting for the wagon. Every railroad man has found out that roads pay in proportion to the quantity of business. They won't build a railroad where the farms won't rain produce, nor where the ladies and children won't travel on the cars.



They know that their money lies in low prices, heavy freights and rapid business. They know they have got to arrange it so that everybody can *afford* to travel, and then everybody *will* travel. They know that they can carry grain from here to New York for not more than three or four times what it now costs to furnish sacks for the grain, and that in time a healthy competition will compel them to do it at that rate. But if there is business enough to keep a road fully employed, they have no fear of the result.

There is nothing worth raising that will not at times be worth carrying long distances by railroad. There are persons here today who will live to see Oregon potatoes sold at handsome profits in the city of New York. There will be times when one or another of their crops fail in the East, that the East will want every particle that Oregon can spare. Nearly every year there will be some Oregon product—at times one of our staples—that will be in demand on the other side at prices that will make the freight a mere trifle in comparison. How soon there will be railroad connection from here to the other side is not for us to say; but it is plain to see that our material advancement depends very much on that question. Our active prosperity as a State will not be fairly and fully under way until that is accomplished.

To those gentlemen who have visited us with a view to railroad construction, I think I may say we are not afraid of foreign capital. We want them to put all their money in here if they will, and then come them-

selves and make themselves a home with us. We think by the time the investments are made and the business fairly under way, they will be captivated with this country and choose it as their own. We will welcome them heartily.

Judge Upton was followed by Hon. J. N. Dolph, who was frequently and warmly applauded as he proceeded.

#### Hon. J. N. Dolph's Address.

Mr. President, Ladies and Gentlemen: This is a great day in the history of our State. That was a great day in the history of the Territory of Oregon, when the claims of Great Britain to the sovereignty of this soil was relinquished, and the Stars and Stripes—the emblem of our nationality—floated proudly over the pioneers of this the western wilderness, and the United States extended over them the protecting Aegis of her laws.

And the day that Oregon's star was placed in the galaxy of the Union, marked an event in our history well calculated to inspire those who had struggled against the disadvantages incident to pioneer life to rear here the standard of civilization and liberty, with enthusiastic hope for the future.

And when a few years since we assembled to celebrate the completion of the telegraph line, that unites us by an electric nerve with the civilized world, and when we compared the past with the then present and realized that the great distance which had separated us



as it were from the great family of States, from home and its associations, was annihilated by enterprise and science, we congratulated each other and rejoiced and said that this is the great day in the history of our State.

But I see in the auspicious events of this day, no less cause for rejoicing. They are pregnant with the future prosperity, not alone of this city and of this valley, but of the whole State; to what extent no living man can say, but I believe far beyond what the most sanguine have predicted. Time will not permit—nor would it be appropriate on this occasion—to detail the advantages to be derived from the completion of this great work.

But looking at the advantages and surroundings of our State, and judging by the experience of the past, what a career of prosperity opens up in the future.

Glance at the history of the Empire State upon this matter of internal improvements; how has her resources been developed and her wealth increased by her wise policy in building railroads and canals.

About half a century ago, DeWitt Clinton, inspired by foresight and sagacity, conceived the idea of uniting the waters of the Atlantic ocean with the waters of the great lakes, and although men were found to scoff at the idea as visionary, New York engaged in the great work of constructing the Erie Canal. Today not only has this great work been accomplished and enlarged until it is navigated by steam vessels, but two lines of railroads running through the State from east to west,

are found insufficient for the demands of commerce. And New York holds her proud position among the States, not so much by the reason of the richness of her soil, or any natural advantages over her sister States, as by her sagacity to foresee the growth and wants of the Great West, and the enterprise of her people and by these great works made the thoroughfare over which passes its commerce. Who can look back upon the history of New York and see prosperity, wealth and power steadily keeping pace with the enterprise of her citizens and doubt the true policy of a State

If time would permit, it would be interesting to trace the history of railroads in the Great West. To the West, the railroad has been the pioneer of civilization.

Wherever its fiery coursers speed, the wilderness, as if by magic, "is made to bud and blossom as the rose." Land that before found no market at the Government price is transformed in a few months to valuable farms, and cities, and villages, like Jonah's gourd, spring up in a night.

Hitherto the time when we shall feel the inspiring energy of this great agency of prosperity has existed only in hope; today it requires no prophetic vision to behold the realization.

We are fast being bound to our common country by bands of iron and ties stronger than hooks of steel, in the Central Pacific Railroad fast hastening to a completion, and in the beautiful language of another, "before the close of 1870, the iron horse will mingle at one

run the smoke of his nostrils with the spray of both oceans."

When this great work is completed, San Francisco and New York will be nearer together than San Francisco and Portland; the commerce of the Atlantic and Pacific will be bound together, and the plains over which it stretches and the mountains it scales, will wake from nature's solitude to the whirl and activity of advancing civilization, pouring over the great thoroughfare a continual stream.

A still more important enterprise to this State is the Northern Pacific railroad, uniting the great lakes with Puget Sound—destined to be the great thoroughfare across the Continent over which the great Continent of Asia, with its six hundred millions of inhabitants, will pour its commerce.

When these great enterprises are completed, a tide of immigration from all the other portions of the Union is sure to set in for the Pacific Coast. Not alone restless adventurers in search of fortune, having no interest in the country, but the hardy sons of toil bringing their means and their families to establish homes for themselves and their children.

The ever-increasing tide of foreign immigration instead of being swallowed up in the great cities of the East, or even the broad prairies of the West, will pour over the Rocky Mountains into our fertile valleys—a source of wealth and an element of growth to the State.

Between the termini of these great thoroughfares—

San Francisco and Puget Sound—lies our youthful State, containing all the elements of greatness, with a combination of advantages unsurpassed by any portion of the globe. Almost in sight in the great treasure vaults of nature, waiting the developing industry of the coming millions, is stored gold and silver sufficient to supply the most extravagant demands of the family of man. Mines rivaling in richness the wonderful grottoes of the Arabian Nights—waiting no Genii of lamp or ring to unfold their treasures, but ready to yield them up to honest enterprise and sturdy labor.

Coal and copper mines of untold richness and extent wait to supply the wants and swell the wealth of the State. And already, but a few miles above us, upon the bank of the beautiful river that rolls at our feet, the crude ore of a more useful metal is being fitted to minister in ten thousand ways to the wants of mankind.

The hum of the loom and the whirl of machinery is heard in our cities and villages, and enliven the solitude of our mountains and valleys.

We have a soil unsurpassed for richness that yields surely and bounteously to the labor of the husbandman. Forest and prairie, hillside and valley, are ready to add their rewards of industry. We have a climate that challenges the world for salubrity, and situated as we are at the mouth of one of the great rivers of the continent, it requires but little forecast to predict for our own State a commercial greatness second to no part of the Pacific coast. The surplus products of our fertile

plains will yet supply the mountain regions of the Pacific slope, the markets of Europe, the teeming millions of Asia and the islands of the sea, while competing, as they now do, in the home markets of the most distant States of the Union.

Commerce shall lay at our feet the products of every clime. The winged lightning, obedient to our behest, flashes the news of the hour from the historic scenes of the Old World, under old ocean's bed, and across the continent, for our entertainment and profit.

Situated as we are at the farthest extreme of the Republic, we enjoy all the blessings of the general government, while we bear but few of its burdens. We reposed in peace, protected by the name and power of this great nation, while the clouds of war that lately hung over the land never rose above the mountain tops to scatter their horrors among us. Commercial reverses and money panics spend their force before they reach our shores, and we rest secure, undisturbed by a thousand causes that overwhelm in disaster many of our sister States. Yet the State languishes. One thing is needed to develop its resources and secure all these advantages, and that is cheap transportation—the completion of the great work—the commencement of which we now celebrate — a railroad connecting these two great transcontinental roads.

When this is completed, the immigration over both these great routes will pour into our State, a uniform market will be brought to our doors, cheap transporta-



tion will secure remunerative prices for our surplus products, and the steam whistle of the locomotive that first wakes the echoes of this valley will be a magic sound that will wake up the slumbering energies of the State and start it onward in an unexampled career of prosperity. Twenty years from this time, two lines of railroads running through the State will be insufficient for the demands of the commerce of the State.

This road will be built. The ability and known energy of the contractors give promise that the work will be pushed forward to completion without delay; and it may not be inappropriate to notice here that the first steamboat that ever plowed the waters of the Upper Columbia was the *James P. Flint*, in honor of the worthy gentleman of that name, now here representing the contractors.

May I not speak for this company, the co-operation and assistance of this whole State, the usual contributions of its citizens and the liberal aid of the State and National Government. In no other way can money be more usefully or remuneratively expended.

The money spent in war, instead of increasing the national wealth and advancing the national prosperity, leaves whole districts of country depopulated and devastated—the people in poverty, the nation in debt; but the money expended in developing the resources of a nation, in facilitating its commerce and uniting in ties of common interest its remotest territory, adds to its wealth, increases its prosperity, and provides guar-

antees for its future stability.

The money expended to rear costly capitols and other public buildings and monuments may be expensive luxuries without adequate returns for the expenditure.

While the Pyramids of Egypt stand as monuments of the astonishing power and grandeur of the Egyptian monarchy, more than two thousand years before the Christian Era, they also stand as monuments of the folly of their builders.

But the work you seek to build will stand as a monument of public spirit, sagacity and energy of its projectors and builders, dispensing its blessing to the citizens of the state and their descendants.

Fellow-Citizens, looking from this small beginning to the future of our State, when, as I confidently believe, our most ardent hopes shall be more than realized, I mingle my congratulations with yours.

Upon the conclusion of Mr. Dolph's address, brief congratulatory speeches were made by Messrs. J. H. Reed, Joel Palmer and others. At about 3 o'clock P. M. the ceremonies came to an end and the people retired, full of hope that they had witnessed the beginning of a work which should bring to Oregon all the wealth and greatness so confidently predicted by the several speakers.

Office Chief Engineer Portland Oregon

Thursday Evening April 16th 1868

The Board met again in the evening the same present



as heretofore.

Minutes of the previous meeting were read and approved.

The committee to draw up an address to the people of Oregon on the subject of Railroads made a report which was adopted and 7000 copies were ordered to be printed for distribution.

The Committee on Contracts made a report which after consideration was referred back to the committee with instructions to consult with Messrs. S. Ellsworth and J. H. Mitchell, attorneys and make a further report tomorrow evening.

On motion the Board adjourned until tomorrow morning at 10 o'clock.

Friday Morning April 17th

Committee of Ways and Means made a report which was laid on the table.

Committee on Finance reported the expenses of the celebration on yesterday at \$345.50, which was accepted and the amount ordered paid.

They also reported an account of the moneys advanced by S. G. Elliott for the benefit of the Company, in amount \$1,575.24, which report was adopted, and the said amount was ordered paid.

Committee to define duties of the various standing committees and suggest a uniform plan of action made the following report, which was adopted.

"Your committee to whom was referred the duty of

defining the duties of the standing committees, etc., would make the following report.

It shall be the duty of the Finance Committee to audit and endorse their allowance on all bills and claims before payment. And shall also have power to inspect the books and accounts of the company.

The Committee of Ways and Means shall have the general oversight of the progress of the work of the company and shall from time to time devise and adopt and recommend to the Board of Directors such means and modes of conducting the affairs of the company and of meeting its financial requirements and generally of promoting its best interests as they may deem advisable.

It shall be the duty of the Executive Committee to represent the Board of Directors at all times when the Board is not in session, in all matters pertaining to the business of the company requiring immediate attention; *provided*, that all its acts shall be subject to the approval and confirmation of the Board.

And we recommend

That the Board of Directors be constituted a committee for the purpose of securing material aid, each being empowered to make sales of stock and solicit donations and other aid, in such uniform mode & manner as may be prescribed, and that the resident directors of each county be especially authorized to present the claims of the company to county, city or other municipal corporations through which the road may pass in such

manner & at such times as with all convenient speed they may deem proper.

A. M. Loryea  
(Signed) S. E. Ellsworth  
F. McF. Patton.

On motion the Secretary, with the assent of the President was authorized to procure books, stationery and material necessary for the company, and for the use of its officers.

On motion J. H. Mitchell was nominated as attorney and counsellor for the corporation and a vote being duly taken, he was unanimously elected to such position.

On motion of Mr. Loryea it was ordered that the Secretary purchase 500 copies each of the numbers of the *Herald, Oregonian & Enterprise* containing the account of the late celebration.

On Motion the Secretary of the Co. was instructed to publish in the daily papers of this City the following:

### Resolved

That the Oregon Central Railroad Company fully appreciates the interest taken in their enterprise by the public at large as manifested at the Celebration of breaking ground April 16th 1868; we consider this an earnest of the success that attends the undertaking, and the Secretary is instructed, in the daily press of this City to return our thanks to the efficient marshals & aides; to the Chief and Assistant Engineers and the Fire De-

partments of the Cities of Vancouver and Portland & to the Fenian and Washington Guards and all others who assisted on that occasion, as well as to the P. T. Company, to Capt. Turnbull and the Ferry Company for the reduction of fare which enabled so many from abroad to visit the city and attend the exercises.

The Committee of Contract reported thus:

“In view of the fact that the proposed contract embraces many provisions in regard to which a satisfactory conclusion cannot be now arrived at and in regard to which it is deemed advisable to have the counsels and co-operation of friends of this enterprise in Southern Oregon, Your Committee recommend that no action be taken at this time on the proposed contract, but that, in lieu thereof the company propose and offer to A. J. Cooke & Co. to enter into a contract with them at this meeting, to the effect that in letting a contract for the construction of their road from the terminus of the present contract to the California State line, the O. C. R. R. Company will give the preference & refusal, the terms and price being equal, to said A. J. Cooke & Co. before all other bidders for said contract & that such construction contract will be entered into as soon as the details of said contract can be reasonably agreed on between the said contracting parties, & that, for that purpose, a meeting of Directors shall be held within fourteen days from this date.

(Signed) T. McF Patton

H. Boyd

A. F. Hedges

On motion of Mr. Ellsworth the following was adopted.

“Resolved, That the President immediately prescribe and place in the hands of each Director a uniform plan of applying to the people of Oregon for aid.

On motion the President, Vice President and Secretary were appointed a committee to compile a statement of facts in regard to the history and organization of this company to be published for the information of the people of Oregon.

On motion Board adjourned until 2 o'clock P. M.

Friday, April 17th 2 P. M.

On reassembling the same members were present, the President in the chair.

The President reported, in answer to the requirements of the Board, recorded on the previous page, that after consultation with the Corporation Counsel, he had adopted the following forms for obtaining donations and subscriptions for stock and that stock books containing such printed forms properly inscribed therein would be furnished to each Director.

We, the undersigned, do hereby severally purchase, subscribe for, and take the number of shares set opposite our names respectively of Non-Assessable Capital Stock in the Oregon Central Railroad Company, incorporated in April, A. D. 1867, at Salem, Oregon, and we do hereby agree to and with said corporation to pay it cash in hand in United States coin, or its equiva-

lent, for such shares of Stock so by us purchased, subscribed for, and taken, as hereinafter stated, the sum of ten (\$10) dollars per share, upon the delivery to us respectively of such Stock by such corporation.

We, the undersigned, in consideration of the benefits accruing to us severally from the public improvement which the Oregon Central Railroad Company, incorporated April, A. D. 1867, at Salem, Oregon, is engaged in making, in the construction in this State of the Oregon Central Railroad; and for the purpose of aiding in the construction of such Railroad, do hereby severally give and donate to said Oregon Central Railroad Company the moneys and property, real and personal, specified and described over our signatures hereinafter in this book; and we do hereby agree to pay such sums of money so by us respectively donated, and convey and deliver such property, real and personal, so by us respectively donated, to said Corporation upon the terms, at the time, and upon the conditions as specified by us severally hereinafter.

Mr. Ellsworth offered the following:

*Resolved.*

That the stock of the company subscribed by and in the name of the company be and the same is hereby offered for sale at ten dollars, per share, such payment of ten dollars to be in full payment therefor and thereupon certificates to be issued and upon the payment of ten dollars for each share subscribed to the stock, the same shall be deemed fully paid up and certificates issued.



Which was adopted.

Finance Committee reported that they had audited the following accounts and recommended that the same should be paid and they were so ordered to be paid.

General Bill of Celebration.....	\$345.50
S. G. Elliott—Expended for Co.....	\$1575.24
A. G. Walling.....	\$101.50
H. L. Pittock.....	50.
Oregon Herald .....	25.
A. Taylor .....	8.

Friday April 17—7 p. m.

Committee of Ways & Means made the following report—which—with amendments herein incorporated—was adopted.

The committee on Ways & Means respectfully recommend, that

1. Ways and means be devised for the purpose of meeting the current expenses of this corporation.

2. That the President be paid for his undivided attention to the duties of his office and the advancement of the interests of this Company Forty Five Hundred Dollars (\$4500.) per annum, which sum shall be in full for all services and travelling expenses within this State, and shall be payable out of a Salary fund when same is appropriated and set apart by the Board of Directors.

3. That the Vice President be paid such sums as from time to time may be allowed by the Board.

4. That the Secretary be paid the sum of Eighteen

hundred dollars (\$1800.) per annum, conditioned as in Section 2.

5. That the Treasurer be paid the sum of One thousand (\$1000.) dollars per annum for the performance of the duties appertaining to the duties of his office.

6. The attorney of this corporation shall be paid for his services—including compensation to other attorneys or counsel he may deem necessary to employ—the sum of five thousand dollars (5000) which shall be in full to the thirty first (31) day of December 1868.

7. Each member of the Executive Committee, other than those receiving a Salary as is herein provided, be paid the sum of eight (8) dollars per day for each day actually employed, and no further allowance for traveling or other expenses.

8. Each Director, other than those for whom provision is made therein, shall receive the sum of eight (8) dollars per day for the time necessarily devoted to the business of the company.

9. All salaries and per diem to be paid quarterly commencing from the first of April 1868, except as is provided in Section Six (6).

10. That the President, Treasurer and Secretary be required to give bond with two sureties, as hereinafter stated, for the faithful performance of their respective duties.

The President shall give bonds in the sum of Ten Thousand (10,000) Dollars.

The Treasurer shall give bonds in the sum of Fifty Thousand (50,000) Dollars.

The Secretary shall give bonds in the sum of Ten Thousand Dollars.

On motion of Mr. Cooke the following resolution

*“Resolved.*

That this Board ratifies the action of the President and Corporation Attorney in commencing an action  
State of Oregon ex relatione

vs

(see page 40)

J. Gaston and others

And they are instructed to prosecute the same to a final judgment.”

Was unanimously adopted.

Mr. Ellsworth moved that when this Board adjourn it do so to meet at Salem Tuesday April 28th which was adopted.

Mr. Loryea offered the following

*Resolved.*

That no information of the Acts of this Board shall be divulged without the order of the Board.

Which was adopted.

On motion it was

*Resolved.*

That the Oregon Central Railroad Company will

carefully preserve as a memento of the commencement of its great work, the very appropriate present of S. M. Smith Esq—the shovel manufactured wholly of materials native to our State—and we tender to Mr. Smith our thanks and acknowledgments, not more for the gift so appropriately devised, than for the confidence & sympathy that prompted its bestowal. It will remain with us, a proof of the great national resources of Oregon as well as the taste, enterprise and good will of the donor.

And it was further

Resolved

That the Secretary be requested to forward to Mr. Smith a certified copy of these proceedings.

And on motion the Board adjourned to meet at Salem Tuesday April 28th.

S. A. CLARKE

Secretary.

State of Oregon            )  
                                  ) ss.  
County of Marion        )

We Geo. L. Woods, F. A. Chenoweth, John F. Miller and S. F. Chadwick, Directors elect of the Oregon Central Railroad do solemnly swear that we will faithfully and honestly discharge the duties of the office to which we have been elected: to the best of our ability. So help us God.

GEO. L. WOODS  
F. A. CHENOWETH  
JOHN F. MILLER  
S. F. CHADWICK

Subscribed and Sworn to before me this 28th day of  
April A D 1868

Witness my hand and official seal the day and year  
above written.

(SEAL)

T. Mc F. PATTON

(Inter-revenue stamp \$.05 affixed)

Meeting of Board of Directors.

Salem Oregon April 28 '68

The Board met at 6½ p m pursuant to adjournment, present Mr. President, Messrs. Cooke, J. H. Moores, Ellsworth, Henderson, Douthit, Conser, Lovejoy, Patton, Hedges, Parrish Directors already duly qualified and also Messrs. Geo. L. Woods, F. A. Chenoweth, S. F. Chadwick and J. F. Miller, who were immediately sworn in as Directors by T. Mc F. Patton a Notary Public, their oath and his certificate thereto being duly recorded on page 56. of this Journal. Mr. Mitchell was also present.

Minutes of last meeting were read and approved.

The committee appointed to prepare Statement of facts for publication reported An address to the people of Oregon with a statement of facts as to organization and progress of the company which were read and on motion were referred back to the committee, Messrs. Chenoweth, Ellsworth and Chadwick being added thereto.

Reports of chief Engineer were read as to the amount of interest due contractors on the first of Janu-

ary 1868, and his report of his operations for the month past in the construction of the road, which reports were, on motion, referred to the committee on Finance.

On motion, after considerable discussion it was decided to have a railroad meeting held in this city tomorrow evening, to be addressed by prominent gentlemen.

On motion Messrs. Patton, Douthit & Woods were appointed a committee of three to prepare a programme for action on that occasion.

On motion of Mr. Ellsworth the proposal of A. J. Cook & Co. to contract for construction of road through southern Oregon to California line, was referred again to the Committee which had it under consideration, Mr. Chadwick being added thereto.

Mr. Hedges moved to add Mr. Ellsworth thereto which was carried.

Mr. Mitchell presented communication from J. Gaston, styling himself President of O. C. R. R. Co., of Portland, which was received by him from A. C. Gibbs Esq., which communication was read and referred back to Corporation Attorney, Mr. Mitchell, the same purporting to be a proposal for settlement of difficulties between the two companies.

On motion the Board Adjourned until tomorrow morning at 9 o'clock.

Wednesday Morning April 29th 1868

The Board met pursuant to adjournment present as of yesterday.



Committee on Programme made report which was received and the committee discharged.

Committee on Contract for Road through Southern Oregon made report, which was made the especial order for this afternoon at 2 o'clock.

Counsel for the Corporation, J. H. Mitchell reported on the propositions for settlement of difficulties with the Gaston Company, which was received and Mr. Mitchell was requested to draw up a communication in answer to the same.

Statement of Facts was read & referred to committee of three Messrs. Chenoweth, Ellsworth & Henderson.

Whereupon the Board adjourned until two o'clock p. m.

Wednesday Afternoon April 29

*Two o'clock.*

Board met pursuant to adjournment present as before.

Statement of Facts, as amended by Committee, with one sentence struck out, was adopted.

Gov. Woods offered the following

*Resolved*

That there be a special committee of three to enquire into and report at an early day a suitable plan of operations for Feeders or Branch Roads, with a view to contracting for the speedy construction of the same and that the same committee have power to employ, under the approval of the President, one or more additional

canvassers for aid to the company on such terms as they may deem advisable.

Which Resolution passed

Messrs. Woods, Douthit and Miller were appointed such committee.

Committee to whom was referred the proposed contract with A. J. Cook & Co. to construct road through Southern Oregon, reported in favor of same with some amendments which they reported.

Their report was received and adopted and the President and Secretary were instructed to prepare such a contract and execute the same with such amendments embodied therein, as follows.

### *Contract*

Memorandum of an agreement made this 12th day of May in the year of Our Lord One Thousand Eight Hundred and Sixty Eight, by & between "The Oregon Central Railroad Company" organized under and in accordance with the general Laws of the State of Oregon, of the First Part & the Firm of A. J. Cook & Co. of the Second Part, Witnesseth

That whereas the party of the First Part own the right, privilege and franchise for constructing equipping and running a railroad from Portland in the State of Oregon, South to the California line, and whereas the said Company of the First Part did contract with the party of the second part to build one hundred and fifty miles of the road, commencing at Portland and extending up the Willamette valley a distance of one hundred and fifty miles, said road to be completed within five

years from the date thereof, and *whereas* the party of the first part are desirous of extending the road to the State line between Oregon & California and as a means of securing the early completion of the same, have entered into the following agreement with the said firm of A. J. Cook & Co. upon the following terms.

The party of the second part doth agree and hereby agrees with the party of the first part to build and equip two hundred and ten miles of said road, more or less, to or near the State line, with all necessary rolling stock from the head of the Willamette valley, commencing at the terminus of the first division of one hundred and fifty miles, and to continue the construction of the same to the south boundary line of Oregon, as soon as the first division shall be completed, for the sum of twelve millions, one hundred and twenty eight thousand dollars (\$12,128,000.00) reckoned at gold or specie value, that is to say, if payment, from time to time be made in national currency, now so called, it shall be in payment for so much only as the same is worth in gold at the time of such payment and so it shall be reckoned with anything else that may be received in payment at the time of such payment.

And the party of the second part doth further agree with the party of the first part, to build and equip with rolling stock complete for the working of the same, that is to say, the road shall be built upon a uniform gauge of four (4) feet, eight (8) inches and one half ( $1\frac{1}{2}$ ) the maximum grade not to exceed 80 feet per mile except twelve miles through the canyon, which twelve

miles of grade shall not exceed 100 feet per mile; and a minimum curvature of ten (10) degrees; The width of the road bed to be eleven feet on the surface. The iron used shall be the best quality known as T Rail, weighing at least 50 lbs per linear yard. The ties shall be of the best wood to be obtained for strength and durability not less than six by eight inches, and 8 feet in length, to be laid at the rate of two thousand six hundred and forty (2640) per mile.

The amount of rolling stock shall consist of ten first class locomotives, weight not less than twenty-five tons each, to be furnished at the rate of one for every twenty miles and twenty-five first class passenger cars, furnished at the rate of one for every ten miles, four baggage cars, forty box cars and twenty platform cars.

The contractors shall provide suitable stations and turn outs at various points to be designated by the company, at the rate of one for every ten miles, Water Tanks as often as one in every twenty miles where water can conveniently be had. At the large towns, suitable buildings shall be erected for the accommodation of passengers and freight, also engine house of a sufficient capacity for the housing of all the engines.

The President of the Company and the Chief Engineer of construction shall compose a commission whose approval shall be necessary to the acceptance of the road and the contractors shall have the right and free use of the railroad from Portland to the extreme Southern terminus for the transportation of men, horses, mules,

cattle, sheep, hogs and provisions of any and every kind required by said party, while constructing said road, also all iron, iron rails, bars, castings, spikes, chain, switches, machinery, frogs, carwheels, and all timbers for bridges, trestle work, cattle guards, cross ties, and timber for all depots stations and all other material required or to be used, with everything else required by said contractors in the construction of said road, until said two hundred and ten miles of said road, or reaching to the California line, be it more or less, has been completed, at the same rate per mile.

And the party of the second part shall be entitled to the earnings of the road until each section of twenty miles is accepted by the company.

And the party of the first part promises covenants and agrees, with the party of the second part, to issue or cause to be issued, the first mortgage, gold bearing, railroad bonds of the Oregon Central Railroad Company, the payment of which shall be secured by a bottom mortgage on said two hundred and ten miles, or reaching to the California line, be it more or less, and on the rolling stock of the same, interest on said bonds to be made payable at the rate of seven per cent per annum as aforesaid, and the said party of the first part agrees that said form and sums—and to be endorsed if need be to make the same negotiable & satisfactory, and that the engineers employed are to be paid by the party of the second part, and the party of the second part shall be entitled to the earnings of the road until such time as the same is accepted by the company. And the party



of the first part further agrees to execute a mortgage of thirty two thousand dollars per mile as a first mortgage on the whole distance of two hundred and ten miles commencing at the terminus of one hundred and fifty miles at the head of the Willamette valley, extending to the State line between Oregon and California, and also to execute a second mortgage for twenty five thousand seven hundred and fifty two (\$25,752.00) per mile.

The party of the first part promise and agree to execute the first mortgage bonds at the rate of twenty five thousand dollars (\$25,000) per mile, and deliver one million dollars of the same to the party of the second part, as soon as the said party of the second part shall report themselves in readiness to enter upon the commencement of the construction of the road, under this contract and exhibit satisfactory evidence that they have purchased material and stock equal in value to the amount of bonds so issued, and to make advancement of bonds at the rate of twenty five thousand dollars per mile for a distance of fifty miles in advance of work on the road whenever the party of the second part may request the same & give evidence as required above as to the purchase of material, or of work performed, and to make monthly settlements upon the report of the Chief Engineer, reserving only one tenth part of the amount reported to be due by said Engineer until a distance of twenty miles shall be completed, when the Company shall pay the full amount of fifty seven thousand seven hundred and fifty two dollars per mile to said party of the second part as provided in the first part of this con-



tract. It is understood that the company will exert itself to obtain aid from the State of Oregon to assist in the building of this road. It is further agreed that the stock shall be increased to eleven millions of dollars, and three millions of preferred stock shall be executed and delivered to the contractors as soon as the first distance of one Hundred and fifty miles shall be completed. The Stock shall be in the following form to wit:

Capital Stock	No	Second Series	Shares
\$11,000,000	The Oregon Central Railroad Company		
—Salem— Marion County			

\$3,000,000.	State of Oregon April . . . . 1868
preferred stock	This certifies that Albert J. Cook &
(non assessable)	Co. are entitled to shares of
gold interest	the Capital Stock of the Oregon
bearing	Central Railroad Company, trans-
	ferable on the books of the Com-
	pany subject to the provisions of the
	by-laws by endorsement hereon and
	surrender of this Certificate. The
	holder of this second series certifi-
	cate is entitled to seven per cent
(Vignette)	yearly interest in gold upon the
and \$8,000,000	amount of \$3,000,000. advanced by
common or	the contractors as a working capital
assessable	under the second contract in the
stock	construction of the Company's road.
—	Said second series certificate of
shares	stock are issued as collateral security
\$ each	

for that amount and to be *non-assessable*, the payment of which is secured by a Resolution in the following form. “*Resolved* by the Board of Directors of the Oregon Central Railroad Company, that the President & Secretary are hereby requested to execute \$13,000,000. of *non-assessable, preferred stock*, & deliver the same to the contractors as part payment for the construction of the road, and as a collateral security for moneys advanced by said contractors, and as a working capital, said stock to be *non-assessable* and to bear interest at the rate of 7 per cent per annum payable in gold coin. And there is hereby set apart as a sufficient amount out of the net earnings of the second division of the road, extending from the end of the first division to the Oregon State line, to pay the same”

(Vignette)

..... Secretary                      President.

The parties hereto agree that the terms of this contract shall come in force as soon as the first one hundred and fifty miles shall be completed and that it shall be completed within five years from that date.

And in relation to all the terms, stipulations, covenants and agreements of the foregoing contract, it is hereby expressly agreed, that on the completion of the present contract for 150 miles of road, it shall be optional with the O. C. R. R. Company, party of the first part, hereto, to surrender to the contractors the road herein provided for, and assign to them all the rights of the Company therein, in which case the said contractors shall accept the same in full satisfaction of all claims arising under this contract, as against the said company, or their road of 150 miles, so now being constructed, and all facilities within their power shall be extended by said O. C. R. R. Company to enable said contractors to hold over and operate said extension of said road under the laws of Oregon.

(End of contract.)

—oOo—

On motion of Mr. Woods it was

*Resolved*

That the O. C. R. R. Company hereby accepts any grant of land which may have been made, or may be extended to said Company, and our agent, A. M. Loryea, is hereby fully empowered to present a duly certified copy of this Resolution to the proper authorities as provided by Law to be filed.

On motion of Mr. Ellsworth it was

*Resolved*

That Dr. A. M. Loryea is hereby authorized to use the name of this company in bringing any action, suit or proceeding, in any of the Eastern states, against any person or persons, or for any purpose he may deem proper for the best interests of such company, provided such use of the name shall be without any cost or liability for expense to the company unless hereafter consented to.

The Finance Committee made a report that the following accounts had been examined by them and approved as correct.

American Exchange Portland.....	\$ 54
Kelly .....	10
Oregon City Enterprise.....	25

A. J. Cook & Co.

Amt. due on construction as per statement  
of Ch. Engineer ..... 13,200

A. J. Cook & Co.

for interest paid on bonds up to January  
1, 1868 ..... 10,500

On motion the above accts were allowed & it was ordered that they should be duly paid.

On motion of Mr. J. H. Moores it was ordered that canvassers shall be authorized to receive land at a fair price in payment for stock subscriptions and that the value of such land shall be assessed by three of the Directors of the Company.

The President introduced Supplemental Contract

which it was deemed advisable to enter into with A. J. Cook & Co. to define the provisions of existing contracts which after an animated discussion was laid on the Table.

The corporation counsel remarked concerning the difficulties of securing right of way in some instances.

Mr. Miller moved that the corporation Council be authorized to commence such suits as he may deem necessary which motion carried.

Mr. Mitchell, Counsel, reported that he had prepared an answer to the proposition of the Gaston Company which was read and on motion the Secretary was instructed to forward the same, duly certified to said Company, through the medium of our said counsel & retain the original copy.

On motion of Mr. Ellsworth it was

*Resolved*—That until otherwise ordered regular meetings of this Board of Directors shall be held at the office of the company on the second Tuesday of each month at 7 p. m. commencing in June.

On motion Board adjourned

S. A. CLARKE Sec'y

Tuesday June 9

The Board met at office of the Company in Salem at 7 o'clock p. m.

There were present, I. R. Moores, President, Messrs. Cooke, Woods, Moores, Conser, Parrish, Ellsworth, Chenoweth, Henderson, Hedges, Lovejoy

Douthitt, Miller, Patton of the Directors, J. H. Mitchell Esq counsel T. R. Brooks Esq. Ch Engineer & Mr. S. G. Elliott of the contractors.

Minutes of the last meeting were read and approved.

On motion Board adjourned until tomorrow morning at 8 o'clock.

Wednesday 8 o'clock A. M.

Board met pursuant to adjournment, present as of yesterday.

Committee on Branch roads etc. appointed at last meeting of the Board, reported by Mr. Douthitt their chairman, that they had deferred action until after this meeting.

On motion of Mr. Chenoweth by consent, order No. 7 of "unfinished business" was taken up, and the Board proceeded to discuss the routes of the road to be located through Linn & Benton Counties.

At the suggestion of Mr. Mitchell, a committee of two, consisting of Messrs. Chenoweth & Douthitt, was appointed, to consult with S. G. Elliott and report plan for action in that matter.

Pending the action of the said Committee, which retired to the Secretary's room for consultation, the Board took a recess.

After which the Committee reported that they proposed to have executed the supplemental articles of contract, with A. J. Cook & Co. proposed at the last meeting of the Board in April, and to embody the plan of



constructing two trunk roads, one on the East and one on the west side of the Willamette in Linn & Benton Counties. A draft of said supplemental articles was submitted and amended as to point of junction of said roads, south, and report as amended was adopted.

The Secretary was instructed to have duplicate copies of said supplemental articles prepared.

Report of the Chief Engineer as to his operations for the month of May was read and ordered to be placed on file.

The Secretary presented a communication from Mr. Jas. P. Flint of San Francisco, with proposition from Western Union Telegraph Company for construction of Telegraph line along the companys road which on motion was referred to a select committee consisting of Messrs. Ellsworth Miller & Hedges.

Sec'y. read communication from E. W. Haines, claiming to be Secy of O C R R Co of Portland.

Mr. Douthitt moved to refer to select com of three to report this evening. Carried.

Messrs. Douthitt Chenoweth & Lovejoy were appointed as such committee.

Board adjourned until 2 o'clock P. M.

Two O'clock P. M.

Com. on communication received from " E W Haines Sec'y O C R R Co" made a report that they "ask for further time and that the Secretary of our Board be directed to notify said Haines of this action."

Mr. Ellsworth offered to substitute the following:

*Resolved:* That the Secretary is authorized to notify E. W. Haines, that his communication is received, and upon receipt of information that the alleged corporation of which he is acting Secretary have appointed a committee of conference—if they desire to do so—the subject will be fully considered by our Board of Directors—of appointing a like committee on our part.

Which substitute was adopted.

On motion of Mr. Douthitt, a committee of three, consisting of Messrs Douthitt Hedges and Moores was appointed, to consider ways and means of paying July interest, to report this evening.

Committee to report on proposition to construct Telegraph on the line of our road reported by Mr. Ellsworth that they thought it necessary to correspond with Western Union Telegraph Co. as to several points in the proposal which they were authorized to do.

Mr. Conser offered the following:

Resolved that the Directors of the O. C. R. R. Co. grant permission to Jacob Conser & Son, to contract for or build a bridge in connection with the R. R. Bridge across the Santiam river, for a carriage way to be held and controlled by J. Conser & Son.

Which was adopted.

Adjourned until evening.

Wednesday Evening June 9

The Finance Committee reported on accts which they had allowed as follows:

D. C. Ireland	\$ 6.
J. Henry Brown	13.25
M. N. Chapman	8.
Geo. E. Strong	50.
W. F. Wheeler	8.
John Hamilton	4.

On motion of Mr. Ellsworth, the Board proceeded to ballot for a director to fill the vacancy caused by the resignation of Mr. Clarke when elected Secretary.

J. S. Smith was put in nomination and having received 14 votes, that being the number of Directors present he was declared to be unanimously elected as such Director. The Secretary was instructed to notify him of the election.

The Committee to whom was referred devising of ways and means to pay the interest due July 1, on four hundred thousand dollars of Companys bonds reported,

“That the Oregon Central Railroad Co deliver to Messrs. A. J. Cook & Co. their endorsed note at 90 days for the sum of \$14,000 payable in gold coin of the United States of America.”

Mr. Ellsworth moved to amend, that the President & Secretary be instructed to draw a warrant of the Company on the Treasurer for the sum of fourteen thousand dollars gold coin, and deliver the same to Messrs.

A. J. Cook & Co. in settlement of interest on said \$400,000 of bonds, being the amount due July 1, 1868, which amendment was adopted and the Resolution as amended was carried.

On motion of Mr. Chenoweth the following was unanimously adopted

“Resolved, That A. J. Kam & W. H. Anderson be and they are hereby authorized to canvass for subscriptions to stock and for donations at any points they may select in the Willamette valley. They to receive for their services  $2\frac{1}{2}$  per cent on all sums so obtained by them. Such percentage to be paid out of the moneys so obtained by them when the same is paid in. Such canvassers to pay their own expenses.”

Mr. Ellsworth offered the following:

Resolved.

That the O. C. R. R. Co. hereby accepts any grant of land which may have been made, or may be extended to said company by Congress. And the officers of this company are hereby directed to file a duly authenticated copy of this resolution with the Secretary of the Interior Washington D C.

Which resolution was adopted.

On motion it was ordered that the Directors as canvassers shall receive as compensation for their services the sum of 5 per cent commission *all* all grants, donations & subscriptions, at the coin value, by them received, the same to be in place of any per diem.

The Secretary reported that he had drawn up supplemental contract in duplicate as instructed, in the following manner and form.

### Supplemental Contract.

Articles supplementary made this tenth (10th) day of June A. D. 1868, between The Oregon Central Railroad Company of Salem Oregon and A. J. Cook & Co. the same being for the purpose of explaining and making clear the understanding of said parties in a certain contract heretofore made by original agreement made April 23d 1867, and articles supplementary thereto made November 27th A. D. 1867, both being considered as *one* agreement between the parties hereto and for the purpose of further extending the provisions of said agreements. Therefore in consideration of the premises, and in order to make the said agreements, and in consideration of the sum of one dollar paid by each to the other, and the receipt whereof is hereby acknowledged it is agreed between the parties hereto, that the provision in such original contract, providing as follows, "and that the party of the second part shall be entitled to the earnings of the road until such time as the same is accepted by the company" was intended to mean and it is hereby construed to mean, that the party of the second part is not entitled to receive the earnings of any part of such road after such road is accepted by the Company and paid for in bonds or money as per stipulations in contract, and it is further agreed and understood that the party of the second part shall at the

completion of each ten (10) miles of said road, surrender so much of the road so completed to the company for acceptance by the commissioners as before stated: Wherever in said original Articles and articles supplementary thereto, it is stipulated that the said company shall exhaust all their other means in payment on such contracts, it is hereby agreed that such clauses were intended to mean, and are hereby construed to mean, *only* such moneys as such Company may have, on hand arising from donations or sale of stock, and shall not include any of the real estate or personal property of such company—ten per cent of the whole amount of moneys so collected by sale of stock, or by donations to be reserved by the company for expenses.

And it is in consideration of the foregoing premises and of the further agreements of the parties hereto, this day made, and for the purpose of advancing the general interests of the enterprise, and for the mutual advantage of the parties hereto, hereby agreed, by and between the parties hereto, as supplemental to the contracts & agreements aforesaid that in the event that the citizens along the line of the Trunk of road hereinafter referred to, shall raise by subscriptions and donations in coin in the manner provided for by the established rules of the Oregon Central Railroad Company, a sum equal to three thousand dollars—coin—per mile, for the whole distance of the West Trunk hereinafter described. The said A. J. Cook & Co. do hereby agree to and with the Oregon Central Railroad Company to construct and complete a railroad to be known as the



West Trunk of the Oregon Central Railroad Company from a point within Linn County connecting with the East Trunk of the road as provided for in the contracts to which this is a supplement, at such point in Linn County as may be selected as the point of divergence by the Chief Engineer (such East Trunk to extend Southward through Linn County) and crossing the Willamette river at Corvallis and extending through Corvallis and southward through Benton County, the same to connect with the east Trunk of such road at a point on the south, north of Township Sixteen South—such point to be selected by the Chief Engineer of this Company, such road to be of the same quality and constructed in all respects of the same materials and on the same gauge and on the same plan of the road as provided for in the contract to which this is supplemental & in consideration thereof the said A. J. Cook & Co. shall receive for such West Trunk the sum of fifteen Thousand dollars per mile and no more, the same to be paid, twelve thousand dollars per mile of the bonds of The Oregon Central Railroad Company, to be paid in the same manner and as the work progresses in the same proportion as to contract price, as is provided in the contract to which this is supplemental. The remaining three thousand dollars per mile to be paid in cash upon same terms as in original contract. And as soon as the citizens along the line of such West Trunk shall have raised for the same the sum equal to three thousand dollars per mile for the whole distance of the West Trunk of such road, from the points of divergence from the East Trunk

running through Linn County as herein provided to the point of uniting on the south and report thereof to the Oregon Central Railroad Company, the said contractors A. J. Cook & Co. do hereby agree with within two weeks thereafter to commence the grading of such West Trunk and shall complete the whole of the grading thereof within six months after the commencement thereof, provided such subscriptions and donations shall be paid as such grading progresses, and provided further, that such West Trunk shall be completed within the same time after the commencement of the grading thereof *the* the East Trunk is completed after the commencement of the grading of such East Trunk.

The President and Secretary were instructed and authorized to execute the aforesaid contract in the name of the Company as of this date.

On motion the Board adjourned.

S. A. CLARKE, Secretary.

#### Directors Meeting July 14th 1868

Board met according to adjournment for its regular monthly meeting.

There were present of the Directors Mr. President and Messrs. Moores, Cooke, Woods, Patton, Chenoweth, Henderson, Miller, Conser, Ellsworth & Lovejoy.

Minutes of June meeting were read and approved.

Engineers report was read and referred to Committee on Finance.

The Secretary notified the Board that J. S. Smith

Esq had verbally declined to qualify as a Director of the Company.

Committee on Telegraph appointed last month reported that they had corresponded with Mr. Mumford of the Western Union Telegraph Co. and submitted the correspondence with the form of contract proposed to be entered into by them with this company which were read.

Mr. Ellsworth offered the following Resolution which was adopted.

*Resolved*

That the officers of this Company are authorized to contract with the Western Union Telegraph Company as proposed, with such modifications as they can effect for the advantage of this company.

Mr. Ellsworth also offered the following which was adopted by a majority vote:

*Resolved*

That it shall be deemed a substantial compliance with existing contracts with A. J. Cook & Co. to locate the line of road not exceeding three miles East of Salem, and on *their* being subscribed along that line at least \$3,000 per mile the Engineer is fully authorized to so locate the line instead of coming to Salem.

Mr. Ellsworth also offered the following which was unanimously adopted.

*Resolved*

That it shall be a substantial compliance with the existing contract with A. J. Cook & Co. to locate the line of the road in Linn County not exceeding four miles East from Albany, and upon there being subscribed at least \$3,000 per mile along that line the Engineer is fully authorized to so locate the line instead of going to Albany.

On motion of Mr. Chenoweth the Board proceeded to ballot for a Director to fill the existing vacancy.

Mr. Chenoweth nominated Green B. Smith Esq. of Benton Co. and a ballot, being taken in accordance with the By Laws of the Company Mr. Smith received eleven votes, being the number of Directors then present, which result being ascertained by a canvass made according to by-laws was announced by the President, and the Secretary was instructed to announce to Mr. G. B. Smith his election as such Director.

Mr. Ellsworth offered the following

*Resolved*

That the town or point on the line of the road, as finally located, whose citizens shall raise the largest sum in addition to the ordinary subscription to aid the road, to be at least ten thousand dollars, shall be selected as the location for the machine shops for the company. And subscription books for this purpose shall be kept open until the first day of October A. D. 1868, which was laid on the table.

Board adjourned until evening.

Having reassembled the Finance Committee reported in favor of the following accounts as correct, recommending that the same be settled by warrants on the Treasury, to wit:

S. A. Clarke Secretary O. C. R. R. Co. 1 quarters salary to July 1 . . . . .	\$ 450.00
J. H. Mitchell Atty for Co. 2 quarters salary to July 1 . . . . .	2500.00
W. D. Carter, Printing a/c . . . . .	12.
J. K. Gill & Co. Stationery a/c . . . . .	4.75

On motion the Secretary was instructed to draw warrants on the Treasurer in favor of said persons for the amounts stated.

The resolution relative to machine shops was taken from the table and after considerable discussion thereon was again tabled.

A resolution of similar effect presented by Mr. Lovejoy was laid on the table.

Mr. Chenoweth moved that all action of the board relative to salaries & commissions of the officers of the Company & members of the Board be stricken out and rescinded.

Mr. Ellsworth moved to refer the resolution to the committee on Finance with instructions to report at August meeting a suitable scale of prices.

Which motion was adopted.

On motion—the Secretary was instructed to file with

Sec'y of State & Co Clerk of Marion Co. Statements as required by law, of the number of Directors of this Company, less than a majority, constituting a quorum for the transaction of business.

On motion Board adjourned.

S. A. CLARKE,  
Secretary.

State of Oregon    )  
                              ) ss.  
County of Marion)

I, Green B. Smith, Director elect of the Oregon Central Railroad Co., do solemnly swear that I will faithfully & honestly discharge the duties of the office to which I have been elected to the best of my ability, so help me God.

Green B. Smith

Sworn & Subscribed to before me this the 8th day of Sept A D 1868

S. A. CLARKE,  
Notary Public.

(SEAL)

Salem August 11 1868

At the regular monthly meeting of the Board held this day at the company's office, there were present Mr. President and Messrs. J. H. Moores, E. N. Cooke, T. McF. Patton, J. D. Henderson, S. Ellsworth, Jacob Conser, A. L. Lovejoy.

The minutes of last meeting were read and approved.

The order of business being taken up the committee on Finances reported through Mr. E. N. Cooke, Chair-



man, that having examined the reports of the Chief Engineer, the same were found to be correct, as to the months of May & June. The same committee also made report that the subject of Salaries and compensation which was referred to them at last meeting having been under their consideration they recommended that no action be taken at this time but that the same be laid upon the table.

On motion this report was adopted.

Mr. Patton moved that a committee of three be appointed to secure and fit up an office for the use of the company, which motion was carried, and Messrs. Patton Moores & Cooke were appointed such committee.

Mr. President submitted to the board his agreement, made with Mr. Williams of Lane County, relative to town site at the junction of the Linn & Benton trunks, which action was approved on Motion of Mr. Patton & the President was instructed & authorized by said motion to act for the Co when such matters should arise.

On motion of Mr. Ellsworth the President was authorized, for the purpose of raising means to settle outstanding accts to collect in money on subscription or in failure thereof to negotiate a loan for that purpose not to exceed one thousand dollars.

In relation to difficulties existing as to securing the right of way on the line of the road from persons living above Canemah on motion Mr. Hedges was requested & authorized to act for the company to secure the same

by settlement, or by tender and suit, as prescribed by law, if the same be necessary.

Mr. Henderson made suggestions relative to the projected road to connect via Eugene City with the Central Pacific at the Humboldt, advocated by persons and on motion of Mr. Ellsworth the same was referred to a select committee of three, to communicate with our members of Congress and convey to them information that will bear upon the subject.

Messrs. Henderson, Ellsworth & Patton were appointed such committee, and on motion Mr. President was added as a member thereof.

On motion Board adjourned.

S. A. CLARKE,  
Secretary.

Salem Sept 8th 1868

At the regular monthly meeting of the Board this day held there were present Mr. I. R. Moores, President, Messrs. Loryea, Miller, Moores, Conser, Woods, Patton, Cooke, Chenoweth, Ellsworth, Henderson, and Green B. Smith, heretofore elected a director, who having duly qualified, as required by law, as will be seen by his official oath, properly certified, which is inscribed on page 82 of this book, appeared as a member of the Board of Directors.

Being called to order, the proceedings of last meeting were read and approved.

Mr. Loryea moved to appoint a committee whose

duty should be to meet & receive Messrs. Brinck, Welsh and Winslow, who are expected soon to arrive in Oregon and examine the resources of our State, to extend proper courtesies to these gentlemen during their stay with us.

The motion passed and Messrs. Loryea, Parrish and Chenoweth were appointed as such committee.

Mr. Ellsworth moved the appointment of a committee to properly prepare & place before the Legislative Assembly matters relating to the Oregon Central Railroad & the success of this enterprise, which motion passed and Messrs I. R. Moores, J. F. Miller & J. H. Mitchell, Atty. of the Co. were designated by the Board as such committee.

Board adjourned until tomorrow at 9 o'clock A. M.

Wednesday, Sept. 9, 9 o'clock A. M.

Board met pursuant to adjournment, present as of yesterday.

On motion Mr. Elliott was requested to act with the committee appointed to receive Mr. Brinck and others and accompany them in a tour through this valley.

On motion it was

Resolved: that the Company accept the liberal donation of land made to it for depot purposes in the City of Portland by the Oregon Iron Works & by Messrs. J. S. Smith, W. K. Smith and J. H. Hayden; also the liberal donation made for a like purpose in the City of Salem by the Willamette Woolen Manufacturing Company of that place; and we hereby express our appreciation for

these substantial manifestations of confidence in our company and the liberal disposition to aid our enterprise.

On motion Mr. Mitchell was instructed to draw up an agreement with the Peoples Transportation Company, the same to be in accordance with a diagram prepared & a statement submitted to the Board.

Board adjourned sine die.

S. A. CLARKE,  
Secretary.

Tuesday Sept 15, 1868

At a meeting of the Board duly called by the order of the President there were present of the Directors, Mr. President, Messrs. Miller, Lovejoy, Loryea, Chenoweth, Hedges, Patton, Cooke, Douthit, Ellsworth and Conser.

A resolution was offered concerning the transfer of the interest of A. J. Cooke & Co. contractors, to Messrs Ben Holladay & Co. and recognizing Ben Holladay & Co. as the successors of A. J. Cooke & Co. duly accepted by this corporation.

On Mr. Loryea's motion, the subject of said transfer and resolution in relation thereto was referred to a select committee of three composed of Messrs. Loryea, Ellsworth and Chenoweth.

Board adjourned until one o'clock.

Wednesday Sept 16th 1 o'clock p. m.

Board met according to adjournment. All present

as before, but Mr. J. H. Moores.

Mr. Loryea, from select committee to whom was referred the matter of the change of contracting firm, reported the following:

Your committee to whom was referred the resolution proposing to recognize Ben Holladay & Co as the assignees of A. J. Cook & Co. in the contract with the Oregon Central Railroad Company, for the construction of the first 150 miles of this railroad & also the contract extending the same to the California line would report that we have had the same under consideration and would recommend that upon the transfer in writing signed by A. J. Cook & Co. to Ben Holladay & Co. of all their interest in such contract, and the acceptance of such transfer by Ben Holladay & Co. in writing by them signed, and the further agreement in writing of said Holladay & Co. to be executed to this Company, wherein they agree to assume all contracts and agreements entered into heretofore between A. J. Cook & Co. and this corporation, relative to the construction of said road, and relative to the sale, transfer and redemption of stock of this corporation, and upon such assignment acceptance and contract being filed in the office of this company, that a resolution, as follows, be adopted by this Company.

#### Proposed Resolution.

Whereas the firm of A. J. Cook & Co. contractors, for the construction of the first one hundred and fifty miles of rail road, have sold & Transferred by an assign-

ment in writing, filed in the office of this Company, all their interest in the contract for the construction of such road to Ben Holladay & Co. and Whereas:

Said Ben Holladay & Co (said firm being composed of Ben Holladay, C. Temple Emmet & S. G. Elliott) have by writing and agreement with this Company, filed in the office of this Company, accepted such transfer and have agreed with this company to assume—and have assumed all the covenants and conditions of such contract to be performed by said A. J. Cook & Co. and also all other agreements and covenants heretofore entered into by said A. J. Cook & Co. with the Oregon Central Railroad Company relative to the sale, transfer and redemption of stock, and it further appearing to this Board that said Ben Holladay & Co. are prepared and intend to prosecute the work without delay,

Therefore: Resolved,

That this company hereby recognize the said transfer from A. J. Cook & Co. to the said firm of Ben Holladay & Co. and we accept the latter as the contractors under the existing contracts for the construction of the Rail Road aforesaid.

A M Loryea  
S Ellsworth  
F A Chenoweth

J. H. Mitchell of counsel for Corporation.  
which report on motion was adopted.

Mr. Chenoweth ofd the following



## Resolved

That we have full confidence in the financial ability and good faith of the said contracting firm of Ben Holladay & Co & consider said firm entitled to the unreserved and entire confidence of this Board.

which motion was unanimously adopted.

Whereupon the Board adjourned.

S. A. CLARKE,

Secretary.

Tuesday Evening Oct. 13

At the regular meeting of this date, there were present, Mr. President & Messrs Hedges, G. B. Smith, Chenoweth, Conser. No quorum being in attendance, the Board adjourned until the next evening at 7 o'clock.

Wednesday Evening Oct. 14.

Board met pursuant to adjournment, present Mr. President & Messrs. Miller, Moores, Hedges, Conser, Douthit, Smith, Chenoweth. Mr. Mitchell the counsel for the Co. being also present.

The Secretary presented the formal written resignation of Director Hamilton Boyd, which on motion was accepted, and Mr. Boyd's official connection with the Company as a director then declared terminated.

Also the resignation in similar form of Philip Wasserman was presented and on motion accepted, and Mr. Wasserman's official connection with the Company as a Director then declared terminated.

Also a written communication from A. M. Loryea

was presented, resigning his position as a Director of the Company and as Vice Prest. which on motion was unanimously accepted and his official connection with the Company declared terminated.

The Secretary presented a written communication from Henry McKay, Esq. stating that A. M. Loryea had promised him as well as Messrs Brinck and Welsh, that the company would pay the expenses of their trip hither.

On motion the matter was referred to a select committee of three, Messrs. Conser, Hedges & Mitchell.

The following accts. were presented and referred to Finance Committee.

M. C. Parrish & Co.....\$ 23.13

J. H. Mitchell ..... 1,250.

Mr. J. H. Moores inquired what was the course to be pursued relative to parties claiming damages of the company for passing through their lands. Case of Mr. Brown was cited as an example.

A resolution, prepared by the atty for the Co. J. H. Mitchell Esq. was read, relating to right of way, and referred to a special committee of three, consisting of Messrs. Chenoweth, Miller & Douthit.

Mr. Chenoweth moved that no action be had to fill the vacancies existing in the Board of Directors, which motion carried.

Mr. Conser moved that the Board immediately proceed to elect a Vice President.

Which motion carried.

Messrs. Douthit & Chenoweth being appointed tellers, the vote was taken by ballot & duly canvassed, with the following result.

Mr. G. B. Smith received 4 votes

Mr. A. F. Hedges received 2 votes

Mr. I. H. Douthit received 1 vote

Mr. Chenoweth received one vote.

Whole number of votes cast, eight.

Necessary to a choice, five.

The second ballot was duly taken and canvassed, with the following result.

Mr. G. B. Smith received five votes.

Mr. A. F. Hedges received two votes.

Mr. I. F. Miller received one vote.

Whereupon, G. B. Smith having received a majority of the votes cast was declared duly elected the Vice President of the Oregon Central Rail Road Company.

Whereupon the Board adjourned until Thursday evening Oct 15, at 7 o'clock.

Thursday Evening, Oct. 15 1868.

The Board met pursuant to adjournment.

There were present, Mr. President, Messrs. Moores, Chenoweth, Hedges, Miller, Douthit, Conser, Smith and Lovejoy.

Committee to whom was referred the communica-

tion made to the Board by Mr Henry McKay made the following report.

Whereas, a communication has been received from Henry McKay of New York City, stating in substance that as one of the conditions of his coming to Oregon Dr. Loryea distinctly stated and promised that his expenses would be defrayed by this company,—Such communication also stating that Messrs. Brinck & Welsh also concurred in such communication.

And *Whereas* Dr. Loryea had no authority from this Company, either express or implied, to make any such promise for or in behalf of this Company,

And while we exceedingly regret that any such unauthorized promise should have been made:

Therefore, The Secretary of this Board is instructed to respectfully communicate to Messrs. McKay and Brinck and Welsh that such promise on the part of Dr. Loryea was wholly without authority, either express or implied; and without any knowledge or intimation from Dr. Loryea—either before or since his return to Oregon,—that such promise had been made, and therefore this Company could not in justice to itself carry out any such unauthorized arrangement.

Jacob Conser, Chm.

Which report was unanimously adopted.

The Committee to whom was referred the subject of procuring rights of way and the necessary steps to take therefor, made the following report:

*Whereas*, it being the deliberate judgment of this Board that the owners of land along the route of the Rail Road now being constructed, instead of being injured by such road, will, as an almost universal rule be benefited thereby:

Therefore

*Resolved* That this company will, before proceeding to take possession of any persons land for the purpose of grading, use all honorable efforts to secure a Deed of right of way therefor as a gift, in consideration of the benefits to be derived by such owners in the construction of the road; and in case any such owner shall decline to give such deed, then a map of the survey of such road showing the amount of lands and location of such owner, required by the company, shall be furnished to the attorney of the corporation, and he shall proceed at once to have such lands condemned to the use of the company, by action in Court as provided by law, unless such attorney shall otherwise desire, in which case his directions in the premises shall be followed by the Company. And in case of a failure upon the part of any of the agents of this Company to secure deeds as above, he shall proceed at once to have a map made giving the exact location of the lands sought to be condemned, giving course, distances and curvatures, and shall report the same to the next regular meeting of this Board, when the same shall be submitted to the attorney for his decision, provided it shall be the duty of the Chief Engineer to furnish all such maps and diagrams within twenty days after demand made by any authorized agent of the

Company.

F. A. Chenoweth, Chmn.

Which report was unanimously adopted and on motion the Secretary was instructed to furnish members of the Board, and the Chief Engineer with a copy of the resolution.

Account of B. L. Norden, Co. Clerk of Multnomah Co., being bill of costs in action State of Oregon ex rel I. R. Moores vs. J. Gaston et al. for \$57.25, was referred to Finance Committee.

On motion Board adjourned until Friday Evening.

Friday Evening Oct 16, 1868.

Board met pursuant to adjournment, present as on Thursday & there being no important business before it, adjourned sine die.

S. A. CLARKE,  
Secretary etc.

Wednesday Nov 25, 1868.

There having (by common consent) been no regular meeting in this month, a called meeting was held in Portland this date, there being present, Mr. President, & Messrs. Moores, Chenoweth, Patton, Conser, Henderson, Ellsworth, Woods, Lovejoy, Parrish.

Mr. Mitchell, atty for the corporation, read a statement comprising a history of all matters connected with the company, prepared by him.

On motion of Mr. Ellsworth the foregoing state-



ment was unanimously adopted by the Board, and the President & Secretary were instructed to sign the same officially and attach the seal of the company thereto.

The secretary read to the Board a communication from Henry McKay of New York in relation to the same subject as his former communication, on the promise of Dr. Loryea that his expenses should be paid from the East, by this Company.

On motion of Mr. Henderson, the Secretary was instructed to write respectfully, informing Mr. McKay of the circumstances of Dr Loryeas powers & his unauthorized promises.

On motion of Mr Ellsworth, duly seconded, it was ordered by the Board, that the sum of one thousand dollars be set apart, for the purpose of paying five hundred dollars to each to Messrs. J. H. D. Henderson and Geo. L. Woods, towards defraying their expenses to the City of Washington, on business of the corporation, should they proceed thither, as contemplated.

Whereas, it is deemed expedient that, for the furtherance of the interests of the company several of its members shall immediately go East, & visit Congress and the departments; and for such purpose funds are needed;

On motion of Mr. Chenoweth it was ordered as follows:

That the President is authorized, to sign in his official capacity, a note of hand payable four months

after date for \$5,300. from the proceeds of which note, when negotiated, the said sum of one thousand dollars shall be appropriated towards defraying the travelling expenses of Gov. Woods & Mr Henderson, and the remainder to pay the salary of J. H. Mitchell Esq. the attorney for the company.

On motion of Mr. Lovejoy the Secretary was ordered to draw his warrant on the Treasurer for the entire amount of salary due Mr. Mitchell until January 1st, 1869 \$1,250.

Mr Parrish offered the following preamble and resolution, which were unanimously adopted?

Whereas, S. G. Elliott acting for the contracting firm of A. J. Cook & Co. bought four locomotives in the name of the Oregon Central Railroad Co. and has, since the arrival of said locomotives in San Francisco, California, sold the same to the Central Pacific Railroad Co; Now therefore,

Resolved that the action of the said S. G. Elliott be approved; Provided the new firm of Ben Holladay & Co. shall replace the four locomotives, so that no damage of any kind shall occur to The Oregon Central Railroad Company.

On motion of Mr Conser it was

Resolved,

That the Secretary be instructed to issue to Ben Holladay & Co. one million of the Common Stock of the Company & take the receipt of Ben Holladay & Co.

therefor, as an advanced payment, equivalent to one hundred thousand dollars coin on the contract to pay three thousand dollars per mile on the construction of the road.

Which said transfer was immediately made in the presence of the Board & the Secretary advised the Board that the said receipt was duly given therefor.

Mr. Elliott, on the part of Ben Holladay & Co. presented the certificate of said firm, releasing the company from the contract relative to payment of nine tenths of receipts from donations and subscriptions to the contractors, to the extent of five thousand dollars, as specified in said certificate, to wit: to pay salary of J. H. Mitchell \$3,000, to pay expenses of other members of the Co. to Washington, one thousand dollars; to pay salary of Secretary \$1,000,—

On motion of Mr. Chenoweth the following preamble and Resolution was adopted:

Whereas the Legislature of the State of Oregon, at its late session in Oct. 1868, by Joint Resolution designated "The Oregon Central Railroad Company," of Salem, Oregon, Incorporated April 22d 1867 under the laws of Oregon, as the Company to take, manage & control the Land Grant given in aid of the construction of a railroad & telegraph line from Portland, Oregon, Southerly through the Willamette, Umpqua & Rogue River Valleys, by Act of Congress of date July 25th 1866;

And Whereas such Legislature failed to designate

any company until after the expiration of one year from the date of the passage of said Act of Congress,

Therefore, *Resolved*, that this Company—The Oregon Central Railroad Company of Salem, Oregon,—Organized April 22d 1867, does hereby accept such grant, and does assent thereto, upon the terms and conditions specified in said Act of Congress of July 25th 1866, granting aid as aforesaid.

*And Resolved Further*

That the Secretary of this Company be & he is hereby instructed to prepare a true & certified copy of this preamble & resolution, together with a certified copy of such Joint Resolution, being known as Senate Joint Resolution No. 16, under the seal of this company, & forward the same forthwith to the office of the Secretary of the Interior, and have the same filed in such office as the assent of this Company to the grant aforesaid.

The following preamble and Resolution, being offered by Mr. Ellsworth, moved by him and duly seconded, was unanimously adopted by the Board:

*Whereas*

J. H. Mitchell, the attorney of this Corporation, has proposed without charge or expense to this company to go East and represent this Company before Congress and the Departments at Washington City,

Therefore

*resolved,*

That J. H. Mitchell be, & he is hereby authorized & empowered to represent this corporation & its interests as agent and attorney thereof, before the Congress of the United States, & the Departments at Washington, to the end that all necessary legislation by Congress & action by such Departments may be had in order to secure and promote its interests.

Whereupon the Board adjourned.

S. A. CLARKE

Secretary

### Directors Meeting

Tuesday Jan 12, 1868

At a regular meeting of the Board this day held at the company's office in Salem there were present

Mr President, Messrs Moores, Conser, Patton, Douthit, Chenoweth, Cooke, Lovejoy, Hedges.

The Board was called to order by the President at 3 p. m.

The following accts. were presented and referred to the Finance Committee:

Myers & Riggs.....	6.25
C. M. Parmenter.....	207.

Mr Chenoweth

Proposed the following sections as amendments and additions to the By-Laws of the Company, which amendments were received to be acted on at a future

meeting as required by the Laws of the corporation.

as follows:

“By Laws proposed at the regular monthly meeting held at Salem on the 12th day of January A. D. 1869. Sec. 22 Sec. 17 on page 9th of Journal is hereby repealed, and in lieu thereof, the following is enacted, to-wit:

No Stock shall issue, except by order of the Board of Directors, and in case of the loss, or destruction of any certificate of stock, upon due proof of such loss, and a sufficient bond of indemnity, the company may issue a duplicate thereof.

Sec. 23. That the stock subscribed by the Chairman of the meeting of corporators of this company on the 22nd day of April, 1867, to the amount of Seventy thousand shares, or such amount thereof as is not disposed of at the adoption of this By-Law, shall be issued to said Oregon Central R R Company in certificates of equal amounts as near as can be, and one of each certificates be held by each of the following named gentlemen, in trust for said company, to-wit:

(Here insert names of trustees)

And the said Trustees are instructed and authorized to represent said stock at all meetings of stockholders of the Oregon Central Rail Road Company, and to vote the same, according to their judgment, as may be for the best interest of the Company.

Sec. 24. The above named trustees shall be entitled to



cast one vote for each share of stock so held by them, at any and all elections of directors and officers of said company; and in case of the absence of any one of said trustees, the absentee may by written authority authorize any other one of said Trustees to cast the vote and represent the shares so held by him; and in case of a failure so to appoint a proxy, the Board of Directors may authorize any Director or Directors to represent said Stock and vote the same in such manner as such absentee in their judgement would and ought to vote it if present.

Sec. 25. It shall be the duty of the Secretary to arrange the names of the said Trustees in alphabetical order and charge each one with the number of shares so held by him; and as part of the stock is sold or otherwise disposed of, he shall take from each in regular order and in equal amounts, crediting said Trustees and charging the purchaser therewith & shall transfer the same on the books accordingly, and for this purpose the certificate so held by said Trustee shall be taken up and cancelled when the amount or number of shares held by him is reduced by the sale or other disposition of the stock, and a new certificate shall be issued to him for the number of shares remaining in his custody.

Sec. 26. Each stock holder shall be entitled to cast one vote for each share held or owned by him, or any one who shall have a written authority to act as trustee or as agent or proxy, for any absent stockholder, may vote according to such written authority by filing such authority with the Secretary.

Mr. Chenoweth offered the following preamble and

resolution.

“Whereas

At a meeting of the Board of Oregon Central Railroad Company at Salem, Oregon, on the 14th day of July, 1868, a resolution was adopted as follows

‘Resolved That it shall be a substantial compliance with existing contracts with A. J. Cook & Co to locate the line of road not exceeding three miles east of Salem, and in *their* being subscribed along that line at least \$3000 per mile, the Engineer is fully authorized to so locate the line instead of coming to Salem.

*And Whereas:* It does not appear that \$3000 per mile has been subscribed on the proposed line

*And Whereas:*

Since that time the citizens of Salem have since that time subscribed with some degree of liberality to said road on condition said road is run to Salem, therefore be it

*Resolved,* By the Board of Directors of O. C. R. R. Co., that said resolution be, and the same is hereby rescinded, & declared null and void.

After debate the foregoing Resolution was unanimously adopted.

Mr. Chenoweth offered a similar resolution relative to the location of the road East of Albany, which resolution, on motion of Mr. Chenoweth, was laid over, to be considered and acted on at the regular meeting of the Board in February.

The Finance Committee reported in favor of paying the following accounts, referred to them, at different times.

A. L. Stimson		
in currency		\$70.
Ben Norden		
Clerk Multnomah Co.		\$57.25
in currency.		
Scott & Co.	coin	\$2.
Geo W Vallum	coin	7.
C. M. Parmenter	"	207.
Myers & Riggs	"	6.25

On motion the same were ordered to be paid, and the Secretary of the Co. directed to draw warrants on the Treasurer for the respective amounts.

On motion, the Board adjourned until this evening at 7 o'clock.

7 o'clock P. M.

The Board, present as before, and also Mr. Parrish appeared.

No special business demanding the attention of Board, it adjourned sine die.

S. A. CLARKE

Secretary.

—oOo—

Tuesday February 9, 1869.

It being the day for regular monthly meeting of Board of Directors, there were present Mr. President and Messrs. J. H. Moores, Chenoweth, Smith, Parrish

and Conser, which number not constituting a quorum for business, an adjournment was had until tomorrow morning at 9 o'clock.

—oOo—

Wednesday, 9 o'clock.

Present as of yesterday and also Mr. Patton, so constituting a quorum, the Board was called to order by the President.

The minutes of January meeting were read and approved.

Mr. Chenoweth offered the following:

Whereas

At the regular meeting of the Board of Directors of this Company held in July, 1868, a resolution was passed allowing the Chief Engineer, on certain conditions, to locate the road not to exceed four (4) miles east of the City of Albany:

And Whereas:

Since then said City of Albany has raised a considerable amount of money & lands for the encouragement of said road, on conditions that said road should run within one mile of Albany, and establish the Depot at said point within one mile of the Court House of said City;

Now Therefore

Be it Resolved, That in case the people of Albany shall subscribe & secure in money and lands to said road,

the sum or value of thirty thousand dollars; then and in that case, said Resolution passed in July 1868, as aforesaid, shall be rescinded and declared void.

Which on motion was adopted.

Mr. Chenoweth moved the adoption of the Resolution offered by him at the regular meeting in January, which offered amendments & additional sections to the By-Laws of the Company.

After consideration and discussion of the motion, Mr. Chenoweth withdrew the same, and at his suggestion, by general consent, the action on this subject was passed over for the next regular meeting.

Mr. Conser offered the following as an amendment to the By Laws of the Company, being similar in character, & intended to be amendatory to the amendments now pending.

*Amendments proposed by Mr. Conser*

Resolved

That the By-Laws of this company be amended by the addition of two Sections, as follows:

Sec. — The Seventy thousand shares of the capital stock of this corporation subscribed by order of the meeting of Incorporators April 22nd 1867 by Geo L. Woods chairman of said meeting, and held by virtue thereof, or so much of said stock as shall at any time remain unsold, shall be jointly held and represented at any stockholders meeting by one or more trustees to be elected by the Board of Directors.

Sec. — At the time of making up the list of stockholders entitled to vote at any regular meeting of stockholders, the Secretary shall ascertain the number of shares of said stock remaining unsold, and shall make and deliver to such trustee or trustees, a certificate duly signed by the President and Secretary, sealed with the corporate seal, and stamped with sufficient U. S. Revenue stamp, setting forth the number of shares to be so held, represented and voted on, and authorizing said trustee or trustees to so represent the same.

And said trust shall be exercised according to the directions of the Board of Directors, should they take action thereon & give such instructions.

Which resolution was received and on motion of Mr. Chenoweth was ordered to be spread on the Journal.

On motion of Mr. Smith the President was authorized to see what arrangement can be made for the location of a station and depot at or near Waconda, and to report thereon at the next meeting.

On motion of Mr. Moores it was  
Resolved

That the provision made by the Board April 17, 1868, requiring that a salary fund should be set apart, is hereby repealed; and salaries shall be paid from the General Fund.

S. A. CLARKE, Secretary.

—oOo—

Tuesday, Mar 9, 1869.

At the regular meeting of the Board of Directors of



the O. C. R. R. Co. this day held in Salem, there were present Mr. President, & Messrs. Cooke, Miller, Conser, Hedges, Douthit, Patton, Moores, Parrish, Ellsworth and Woods.

The minutes of last meeting were read and approved.

The President read contract made with owners of land near Waconda, for the location of a Depot, which contract, on motion of Mr. Ellsworth, was approved by the Board.

On motion of Mr. Douthit the President was authorized to take such steps as he may approve to have the Waconda town site surveyed & laid off in Blocks & lots.

Mr. Ellsworth moved that when the Board adjourn, it do so to meet at Salem on Monday April 5th ensuing, which motion was carried.

The amendments to the By-Laws heretofore presented, were considered, & on motion were laid over for future action.

On motion Board adjourned to the 5th April ensuing.

S. A. CLARKE

Secretary.

—oOo—

Monday April 5, 1869

The Board met pursuant to adjournment present Messrs Moores, Cooke, Douthit, Conser, Hedges, Parrish, Ellsworth, Lovejoy, Chenoweth, Patton and Mr.

President.

On motion of Mr. Chenoweth the By-Laws were amended as applied for by him at the meetings in January by the following added section.

“Sec. 22. Section 17 on page 9th of Journal is hereby repealed, & in lieu thereof the following is enacted, to-wit:

‘No stock shall issue, except by order of the Board of Directors and in case of the loss or destruction of any certificate of stock, upon due proof of such loss, and a sufficient Bond of Indemnity, the Company may issue a duplicate thereof.’

The foregoing amendment to the By Laws was unanimously adopted.

The following By-Law, which had been submitted by Mr. Chenoweth at the January meeting, was submitted to a final vote on motion of Mr. Chenoweth.

“Sec. 23. Each stock holder shall be entitled to cast one vote for each share held or owned by him and any one who shall have a written authority to act as agent or proxy for absent stock holders or for the company, may vote according to such written authority by filing the same with the Secretary.

which being put to vote was unanimously adopted.

The By Law relating to the representation of the stock owned by the corporation, or held for it by Geo. L. Woods, Chairman of the meeting of Incorporators, being under consideration

Mr Ellsworth moved to refer to the coming meeting of stockholders, which motion was lost.

Mr Douthit moved that the same be referred to Messrs Ellsworth, Chenoweth & Lovejoy, which motion carried, & they were instructed to report tomorrow morning at 11 o'clock.

Messrs, Douthit, Conser and Parrish were appointed a committee to examine accounts of Directors & report on the same tomorrow morning.

Whereupon the Board adjourned till tomorrow morning at 11 o'clock.

—oOo—

Tuesday Apl 6th 1869

The Board met pursuant to adjournment present as of yesterday, and also Gov, Woods.

Ellsworth offered the following Resolution as to representation of the stock held by virtue of subscription, Apl. 22, 1869 of Geo. L. Woods Chm. of Incorporators meeting.

“Resolved, that until otherwise provided for, the stock subscribed for this corporation by Geo L. Woods, or so much thereof as is not disposed of, be represented and voted by Geo. L. Woods, for the benefit of the corporation at the annual meeting of Stockholders for 1869. Substantially in the manner it was done by the Secretary of the Board at last annual meeting.

Which resolution unanimously passed.

Mr Conser from the Committee to audit the accounts

of Directors made the following report.

Your committee appointed to audit and report amounts due to members of the Board for compensation, report that we have had the subject under consideration and recommend that there be allowed as follows, for services as Directors for the fiscal year 1868-9, to-wit.

T. McF. Patton	as per Bill	\$216.
I. H. Moores	“ “ “	200.
A. L. Lovejoy	“ “ “	904
A. F. Hedges	“ “ “	800
I. H. Douthit	“ “ “	1207
F. A. Chenoweth	“ “ “	800
I. Conser	“ “ “	591.75
S. B. Parrish	“ “ “	552
I. H. D. Henderson	“ “ “	300
S. Ellsworth	“ “ “	400
G. L. Woods	“ “ “	96

Several members of the Board have not handed in a bill so we have no means of knowing what they should be allowed.

I. Conser, Chairman.

On motion the report was adopted, and warrants ordered to issue for the sums due the said several named persons. Mr. Douthit moved that warrants be drawn for salaries due the officers for the past year. Which motion was carried.

The Treasurer made his report, which was adopted, and ordered to be placed on file.

Committee on Revision of By-Laws made a report,

which in view of the resolution heretofore adopted, instructing Geo. L. Woods to cast the vote on the stock held by the Company, as subscribed by him for the corporators Apl. 22nd, 1867, was laid on the table on motion of Mr. Ellsworth.

The following accounts were presented and warrants ordered to issue for the several amounts.

D. C. Ireland, paid by S. A. Clarke	
for advertising Stockholders meeting	\$3.50
A. L. Stinson	
printing Bill (bal)	303.62
F. A. Chenoweth	
for printing done for Company	15.
State Journal	
for printing done	5.

Mr. Ellsworth offered the following:

Resolved That for the ensuing fiscal year the affairs of the company shall be managed by an executive committee to consist of the President and four Directors to be appointed for the purpose. Said committee shall meet as often as once a month & oftener if necessary. And the Board of Directors shall hold its regular meetings once in six months, although Special meetings may be held at any time on call of the President. Said committee shall keep a record of its doings and report the same to the Board for its approval or rejection.

Which passed unanimously.

The matter of the salary of the Secretary for the

year ending Apl. 1, 1868 was under consideration and was referred to the Board of Directors of that year.

Whereupon the Board adjourned.

S. A. Clarke

Secretary.



In pursuance with notice, the stockholders of the Oregon Central Rail Road Company met at their office in Salem on the 6th day of April A. D. 1869, under the direction of the President and W. R. Dunbar, one of the stockholders & proceeded to the election of Directors for the ensuing year, with the following result.

The following named persons received the number of votes set opposite to their respective names.

I. R. Moores	Received	50,253	votes
J. H. Moores	"	50,817	"
F. A. Chenoweth	"	50,842	"
S. B. Parrish	"	50,253	"
A. F. Hedges	"	50,253	"
A. L. Lovejoy	"	50,253	"
J. H. Douthit	"	50,842	"
E. N. Cooke	"	50,253	"
Geo. L. Woods	"	50,842	"
S. Ellsworth	"	50,253	"
A. Bush	"	50,253	"
G. B. Smith	"	50,842	"
J. H. D. Henderson	"	50,842	"
I. C. Hawthorne	"	50,842	"



G. W. Weidler	“	46,248	“
S. M. Smith	“	50,842	“
S. F. Chadwick	“	50,842	“
J. F. Miller	“	50,842	“
J. M. Foster	“	50,842	“
Jacob Conser	“	50,253	“
T. McF. Patton	“	51,442	“
J. E. Ross	“	50,817	“
Geo. A. Edes	“	50,817	“

and said persons having received a majority of votes, of the stock were declared duly elected. I hereby certify that I acted as Inspector of said election & that said persons were duly elected Directors thereat.

I. R. Moores

President.

State of Oregon                    )  
  ) ss  
County of Marion                )

We, Saml M. Smith and Geo W. Weidler being severally sworn depose and say that we will each faithfully and honestly discharge the duties of Directors of The Oregon Central Rail Road Company to the best of our ability. So help us God.

Saml M. Smith

Geo. W. Weidler

J. H. D. Henderson

Subscribed and sworn to before me this the 11th day of May A. D. 1869.

(Seal)

S. A. Clarke

(5c Int. Rev.)

Notary Public for Oregon

(Stamp        )

Subscribed and sworn to before me by J. H. D. Henderson this the 9th day of June A. D. 1869.

(Seal)	S. A. Clarke
(5c Int. Rev.)	Notary Public for Oregon
(Stamp.       )	

The Directors elected, who were present appeared and qualified by taking this oath as follows.

State of Oregon	)	
	)	ss
County of Marion	)	

We F. A. Chenoweth, S. Ellsworth, I. R. Moores, J. H. Moores, S. B. Parrish, A. F. Hedges, A. L. Lovejoy, J. H. Douthit, E. N. Cooke, G. L. Woods, A. Bush, J. C. Hawthorne, J. H. Foster, Jacob Conser, T. McF. Patton, Geo. A. Edes, being severally sworn do severally depose & say, that we will each faithfully & honestly discharge the duties of Director of the Oregon Central R Road Company. So help me God.

F. A. Chenoweth  
 S. Ellsworth  
 I. R. Moores  
 E. N. Cooke  
 T. McF. Patton  
 J. H. Foster  
 A. L. Lovejoy  
 A. F. Hedges  
 Geo. A. Edes  
 A. Bush  
 J. H. Douthit

J. C. Hawthorne

S. B. Parrish

Jacob Conser

Geo. L. Woods

J. H. Moores

Subscribed and sworn to before me the 6th day of  
April A. D. 1869.

(Seal)

S. A. Clarke

(5c Int. Rev.)

Notary Public for Oregon

(Stamp. )

—oOo—

The annual meeting of the stock holders of The Oregon Central Rail Road Company, was held according to publication duly made in the Oregon City Enterprise weekly newspaper, at 2 o'clock P. M. Apl. 6th 1869, being the legal day for said meeting; the meeting was called to order by I. R. Moores, President.

There were present:

Geo. E. Cole representing 4000 shares as proxy for Ben Holladay & Co.

J. H. Moores representing	589 shares
I. R. Moores	“ 589 “
E. N. Cooke	“ 589 “
T. McF. Patton	“ 589 “
F. A. Chenoweth	“ 589 “
J. H. Douthit	“ 589 “
Jacob Conser	“ 589 “
S. A. Clarke	“ 589 “

S. Ellsworth	“	589	“
A. F. Hedges	“	589	“
S. B. Parrish	“	589	“
A. L. Lovejoy	“	589	“
W. R. Dunbar	“	5	“
Geo. L. Woods	“	589	“
and authorized to cast the Company vote for		39,769	“

representing more than a majority of the stock of the corporation.

The meeting proceeded to ballot for 20 directors provided in the By-Laws with the following result. A. F. Hedges and W. R. Dunbar being duly appointed tellers for the occasion. The vote being duly counted & canvassed resulted as follows:

I. R. Moores	received	50,253	votes
F. A. Chenoweth	“	50,842	“
S. B. Parrish	“	50,253	“
A. F. Hedges	“	50,253	“
A. L. Lovejoy	“	50,253	“
J. H. Douthit	“	50,842	“
E. N. Cooke	“	50,253	“
Geo. L. Woods	“	50,842	“
S. Ellsworth	“	50,253	“
A. Bush	“	50,253	“
G. B. Smith	“	50,842	“
J. H. D. Henderson	“	50,842	“
J. C. Hawthorne	“	50,842	“
G. W. Weidler	“	46,248	“

5046		<i>O. &amp; C. R. R. Co., et al.</i>	
S. M. Smith	“	50,842	“
S. F. Chadwick	“	50,842	“
J. F. Miller	“	50,842	“
J. H. Foster	“	50,842	“
Jacob Conser	“	50,253	“
T. McF. Patton	“	50,442	“

These gentlemen having received a majority of the votes of the corporation were declared duly elected directors thereof.

It was moved and seconded that the By-Laws of the company be so amended that the number of the Directors be increased to twenty three as follows.

Resolved that there be elected at this meeting three additional Directors for the ensuing year, in the manner provided in Sec. 2 of the By-Laws as amended, making 23 in all. Which motion carried unanimously.

The meeting then proceeded to ballot for three directors, the same tellers officiating, when the result was as follows:

J. H. Moores	received	50,817	votes
J. E. Ross	“	50,817	“
Geo. A. Edes	“	50,817	“

and were declared elected directors of the Company for the ensuing year.

Mr. Ellsworth offered the following amendment to the By-Laws of the corporation, which upon a vote taken were unanimously adopted.

(Amendment to By-Laws)

Sec. 24

The 70,000 shares of the capital stock of this corporation subscribed at first meeting of Incorporators April 22nd 1869 by Geo L. Woods Chairman of said meeting and held by this corporation by virtue thereof, or so much of said stock as shall from time to time remain undisposed of, shall be jointly held and represented for the use and benefit of this corporation at any stockholders meeting, by three trustees who shall be chosen by the Board of Directors and hold their office during the pleasure of said Board.

Sec. 25.

At the time of making up the list of stockholders entitled to vote at any regular meeting of stockholders, the number of shares of said stock remaining unsold shall be ascertained by the Secretary, and he shall make and deliver to such trustees a certificate duly signed by the President & Secretary, and stamped with sufficient U. S. Revenue stamps setting forth therein the number of shares to be so held, voted & represented on, and authorizing said Trustees to so represent the same. And said trust shall be exercised according to the directions of the Board of Directors should they take action therein and give such instructions.

Whereupon the meeting adjourned sine die.

S. A. Clarke

Secretary.



Tuesday Evening

April 6th 1869

The Directors elected at the meeting of stockholders of The Oregon Central Rail Road Company, this day held, having qualified according to law as recorded on page 125 of this Journal, met afterwards at the office of the Company for the election of officers of the company for the ensuing year.

There were present Messrs. J. H. Moores, E. N. Cooke, F. A. Chenoweth, J. H. Douthit, J. Conser, J. H. Foster, T. McF. Patton, Asahel Bush, Geo. L. Woods, S. B. Parrish, A. L. Lovejoy, J. C. Hawthorne, Geo. A. Edes, A. F. Hedges and I. R. Moores.

The meeting was called to order by the President of the Company, I. R. Moores, and immediately proceeded to ballot for officers according to law. Messrs. Chenoweth and Parrish being appointed Tellers for the occasion.

A vote being taken for President, Mr. I. R. Moores received thirteen (13) ballots, and Mr. Woods one (1) ballot.

Whereupon the Secretary announced that Mr. Moores was elected President of the company for the ensuing year.

A vote being taken for Vice President, Mr. Green B. Smith received thirteen (13) votes and Mr. Douthit one vote and the President announced that Mr. Smith was elected Vice President.

A ballot being taken for Treasurer

Mr. E. N. Cooke received eight votes

“ Asahel Bush received four votes

“ Geo. L. Woods received one vote

“ J. H. Moores received one vote

whereupon the President announced that Mr. Cooke having received a majority of all the votes cast was duly elected Treasurer of the Company.

The election of a Secretary being next in order, Mr. Clarke, the present Secretary, announced that he would not be a candidate for reelection.

The vote being taken

George E. Cole received eleven (11) votes.

Mr. Clarke received one (1) vote.

“ Edes received two votes and

“ J. H. Moores received one vote.

Whereupon the President announced that Mr. Cole, having received a majority of all the votes cast was elected Secretary.

The President announced the appointment of the following Committees.

#### Executive Committee

Messrs. Bush Weidler Hawthorne and S. M. Smith.

#### Finance Committee

Messrs Patton, Edes & Chenoweth.

## , Committee of Ways &amp; Means

Messrs. Ellsworth Douthit & Hedges

On motion of Mr. Edes, Mr. Mitchell was unanimously reappointed attorney for the corporation.

Mr. Clarke moved that the matter of salaries be referred to a special committee of five,  
which motion passed.

The President announced Messrs Edes Chenoweth Bush Douthit & Conser as such committee.

The committee, on motion, were instructed to retire for consultation and report immediately.

Their report, when rendered, was as follows:

“We, your committee heretofore appointed to estimate and determine as to salaries to be allowed to the officers of The O. C. R. R. Co.—beg leave to report, that the salary of the

President shall be	\$2,500
Attorney “ “	2,000
Treasurer “ “	500
Secretary “ “	1,000

The compensation of the executive committee and Directors, when on actual duty, shall be Six Dollars per day,—officers provided for by salary shall receive no compensation as per diem, for duty as executive committee or Directors.

Geo A. Edes Chairman

After a large number of motions and counter mo-

tions, to amend portions & to strike out portions of the report, the report being amended, and then as amended being voted down. Several motions to reconsider being fluently passed, the whole being accompanied by a spicy and animated debate, distinguished by good humor and an intense leaning toward economy, the report of the Committee was finally adopted without alteration or amendment.

On motion of Mr. Douthit, it was ordered that the semi-annual meeting of the Board shall be held on the second Tuesday of October 1869.

Whereupon the Board adjourned.

S. A. Clarke

Secretary.

—oOo—

A special meeting of the Oregon Central Railroad Company was held in Salem Tuesday, June 8th, 1869 a personal notice having been given to the several directors, there were present, Mr. President, Messrs. J. H. Moores, E. N. Cooke, J. H. D. Henderson, Jacob Conser, S. Ellsworth, T. McF. Patton & J. H. Foster.

On motion the minutes of the executive committee held May 11th 1869 were read as follows, to-wit:—

The Executive committee of the O. C. R. R. Co. met at Salem May 11th at 10 o'clock A. M. Present J. R. Moores, President, A. Bush, S. M. Smith and Geo. W. Weidler at which the following proceedings were had:

The Bond of Geo. E. Cole for the faithful performance as secretary of the O. C. R. R. Co. was read and approved.

The bill of William Anderson for rent for office and other rooms for 8 months at \$14 per month . . . \$112. was allowed and an order made instructing the Secretary to draw warrant on the Treasurer therefor. Also bill of B. Strang & Co. for stove, &c, amounting to \$23.75 was allowed and order made instructing the Secretary to draw warrant on the Treasurer therefor.

Ordered that the committee do now adjourn.

Geo. E. Cole Secretary."

On motion the acts of executive committee were approved. Mr. Ellsworth offered the following resolution:

Whereas the Congress of the United States on the 25th day of July 1866 passed an act entitled "An act to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad in California to Portland in Oregon, and

Whereas such act provided that such company thereafter organized under the laws of Oregon and designated by the Legislature of such State should be entitled to receive and manage the said grant in Oregon, said act further requiring that the company so organized and designated should within one year from the date of its passage (towit July 25th 1866) file its assent in the Department of the Interior, and Whereas no Com-

pany was designated by such legislation within the year within which such assent was required to be filed, and

Whereas, The Legislature of the State of Oregon did at its regular session in October A D 1868 pass the following joint resolution designating this company (to-wit "The Oregon Central Railroad Company) of Salem Oregon a Company duly incorporated and organized under the laws of the State of Oregon) as the company to take and manage such grant and receive all the benefits of the same in the State of Oregon,

"Senate Joint Resolution No. 16.

Whereas The Congress of the United States by an act approved July 25th 1866 entitled "An act to aid in the construction of a Railroad and telegraph from the Central Pacific Railroad to Portland in Oregon" did grant certain lands in the State of Oregon and confer certain privileges upon such company organized under the laws of Oregon as the Legislature of such State should thereafter designate.

And Whereas, The Legislative Assembly of Oregon at its Fourth Regular Session did adopt a joint resolution known as "House Joint Resolution No. 13" designating in terms "The Oregon Central Railroad Company" as the company entitled to receive the land granted by, and all the benefits and privileges of the said Act of Congress—

And Whereas: At the time of the adoption of the said joint resolution as aforesaid no such company as The Oregon Central Railroad Company was organized



or in existence, and the said joint resolution was adopted under a misapprehension of facts as to the organization and existence of such a company—

And Whereas: The designation of the Company to receive the lands in the State of Oregon granted and the benefits and privileges conferred by the said Act of Congress yet remains to be made; Therefore

Be it Resolved by the Senate the House concurring, That the Oregon Central Rail Road Company, a corporation organized at Salem on the twenty second day of April in the year One Thousand eight hundred and sixty-seven under and pursuant to the laws of the State of Oregon, be, and the same is hereby designated as the Company entitled to receive the lands in Oregon and the benefits and privileges conferred by said Act of Congress.”

And Whereas the Congress of the United States did in April A. D. 1869 pass an act amendatory of the said Act of July 25, 1866 extending the time in which the company designated might file its said assent, which act was approved by the President of the United States April 10, 1869 and is entitled “An Act to amend an act entitled An Act granting lands to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad in California to Portland in Oregon approved July 25, 1866”

Therefore Resolved

That this Company, The Oregon Central Railroad Company of Salem, Oregon, incorpor-

ated Salem Oregon April 22, 1867, do hereby accept all the provisions, rights, privileges and franchises of said Act of July 25 A. D. 1866 entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from the Central Pacific Rail Road in California to Portland in Oregon" and of all acts amendatory thereof and upon the conditions therein specified, and do hereby give our assent, and the assent of such Company thereto, and the Secretary of this Company is hereby instructed to prepare a true copy of this resolution certified to under the seal of the corporation signed by himself as Secretary and by the President of this Company, and such certified copy transmit to and file the same with and in the office of the Secretary of the Interior at Washington City D. C.

Which resolution was unanimously adopted.

On motion of Mr. Ellsworth it was Resolved That the President be authorized to negotiate a loan not exceeding \$4000 to pay off the outstanding notes against the Company.

Whereupon the meeting adjourned until 7 o'clock

P. M. Approved.

Geo. E. Cole

. Secretary.

I. R. Moores Prest.

Tuesday June 8th 1869, 7 o'clock P. M.

The meeting was called to order by the President. Present J. R. Moores Pres., J. H. Moores, A. Bush J. H. Foster, E. N. Cooke, F. A. Chenoweth & T. McF.

Patton, at which the following proceedings were had to wit.

Resolved that the line of route as surveyed and platted and upon which work has been done by the contractors for this company is hereby approved as far as the same has been done from East Portland to the Santiam river, and that the President and Engineer are instructed to have the Corporate seal of the Company attached to all necessary maps designating the line of route.

The following report of committee was read—  
 “To the Board of Directors of the O. C. R. R. Company.

We, the members of the Board of Directors of your Company elected April 23rd 1867 appointed a committee on the account of S. A. Clarke Secretary for that year, would report that Mr. Clarke rendered efficient service devoting much of his time exclusively to the business of the corporation, its correspondence and the issuance of its bonds, that the sum of \$1800 salary heretofore awarded him per annum is justly due him for that year and we recommend that it be paid.

Salem June 8 1869

E. N. Cooke	)	
S. Ellsworth	)	
T. McF. Patton	)	Committee
J. H. Moores	)	
F. A. Chenoweth	)	

which upon motion said report of Committee was adopted and the Secy instructed to draw order therefor.

Mr. Mitchell the attorney of the company in person appearing and stating to the Board of Directors that he could not serve in the capacity of the Company's Attorney for the salary (towit \$2000) fixed as said attorneys salary at the last annual meeting (towit April 6th 1869) and would therefore decline acting as the company's attorney unless additional compensation was provided by the Company, and suggesting that he would be satisfied with the salary of \$3000, and attend to all the legal business of the Company (right of way business excepted) and that for the additional compensation of \$1000 would also attend to right of way suits it was therefore upon motion of Mr. Chenoweth resolved that Mr. J. H. Mitchell be allowed the sum of \$3000 as salary for the year commencing April 6th 1869, and it was further ordered that said J. H. Mitchell be allowed as before agreed the sum of \$5000 for his salary for the quarter ending April 1st 1869 and the Secy be instructed to draw order for such amount as will make the said amount to wit \$1250. his account having been settled up till Jan. 1st 1869.

Whereupon the meeting adjourned sine die.

Approved

Geo E Cole

J. R. Moores

Secy

Prest

—oOo—

State of Oregon

)

) ss

County of Marion

)

We, John S. Ross, S. F. Chadwick and John F.

Miller, being severally sworn depose and say that we will each faithfully and honestly discharge the duties of Directors of the Oregon Central Railroad Company to the best of our ability. So help us God.

S. F. Chadwick

John F. Miller

J. E. Ross

Subscribed and sworn to before me this the 7th day of Sep 1869.

(Seal)

Seth R. Hammer

(5c Int. Rev. )

Notary Public

(Stamp )

Tuesday Sep 7 1869 1 P. M.

A special meeting of the Directors of the Oregon Central Railroad Company was begun and held at Salem, September 7th 1869, at which the following proceedings were had. Board called to order—the following members were *present*

Hon I. R. Moores President

and Directors

“

Geo L. Woods

E. N. Cooke

J. H. Moores

John F. Miller

Jacob Conser

J. H. Douthit

A. L. Lovejoy

S. B. Parrish

A. F. Hedges

F. A. Chenoweth  
J. H. D. Henderson  
S. Ellsworth  
S. F. Chadwick  
John E. Ross  
J. H. Foster  
Geo. A. Edes  
J. C. Hawthorne  
Sam'l M. Smith  
and Geo W. Weidler

A communication from Ben Holladay & Co. was read as follows to wit:

Mr. President and Directors of the Oregon Central Railroad Company Gentlemen:

Owing to the fact of the continued opposition made by parties interested in opposing The Oregon Central Railroad Company, and the consequent failure up to this time to negotiate any of the Bonds of the Company (which failure is also attributable greatly to the fact the stock of the company is under the control and management of a company composed of gentlemen in Oregon who are not generally known in the financial circle of the East) the contractors have concluded that it would be suicidal in the extreme upon their part to continue any further expenditure of money under their contract with the Company unless some arrangements satisfactory to *all* parties concerned could be effected whereby *all* the stock and bonds of the Company could be placed under the ownership and control of the under-



signed. And believing as we do that it would be better to lose the amounts already expended rather than incur further risk, by making *additional* expenditures, we have reluctantly come to the conclusion to abandon all work under the contract unless such arrangement can be effected. In case all the stock and bonds that have been issued by the Company, or in anywise owned by the Company can be transferred to the undersigned we are willing to pledge ourselves for the present rapid construction of the first twenty miles of the Road within the time fixed by Act of Congress for the completion of the same. We are willing also to assume all reasonable and just debts or liabilities of the company due, or owing at this date. The sum total of such debts, and the amount of each, and to whom owing to be ascertained and fixed by a committee of three of the Directors and the undersigned: provided such committee and the undersigned can agree upon the amounts thereof. And in addition to this we are willing to make execute and deliver to the present Directors and principal stockholders of the Company a penal bond in any reasonable amount that your body may designate, conditioned that we will forever save, indemnify and keep harmless each and all of such Directors and Stockholders from any and all claim, liability, or demand which we, or any other creditor of the Company may now have or at any time heretofore have had against the company, or against such company or against such Directors or Stockholders by reason of their having at any time been such Directors or Stockholders.

In the event that this proposition is accepted we shall proceed with vigor to the completion of the first twenty miles of the road the present Fall and next Summer direct on to Salem, and thereafter vigorously continue its construction to the Southern part of the State; otherwise although reluctant to do so, we are compelled to abandon the enterprise at once. It may not be improper here to state that this communication is not submitted in any spirit of arbitrary dictation, as we have from our first connection with the enterprise regarded each member of your board with respect and confidence, which feeling we hope may continue whatever may be the result of these negotiations, but on the contrary we submit this proposition as the final result of our calm deliberate judgment believing as we do that its acceptance will place the undersigned in a position that will enable them to negotiate their bonds and thus secure the speedy construction of the road, and without this the enterprise must be a failure.

(Signed) Ben Holladay & Co.

On motion of A. L. Lovejoy the communication just read was referred to a committee of three to be elected by the board to confer with Ben Holladay & Co. in relation to the proposition made by them to audit the accounts of the Company and ascertain if they can agree upon the same & report to the Board.

On motion of F. A. Chenoweth the committee were elected by ballot which resulted in the election of J. H. Moores, S. F. Chadwick and John F. Miller.

On motion of J. H. Douthit the committee were instructed to proceed at once to consult with the contractors and report as soon as practicable.

On motion the meeting do now adjourn till 4 o'clock.

Approved

GEO E COLE

I. R. MOORES Prest.

—————oOo—————

4 P. M. Tuesday Sept. 7 1869.

Board met pursuant to adjournment. Present same Directors as at the previous meeting.

S. F. Chadwick Chairman of committee on conference with the contractors as follows towit:

To the O. C. R. R. Co. of Salem Oregon.

Your committee appointed to examine the accounts and indebtedness of the company to date report that Mr Holladay has agreed that the following accounts be paid towit:

Salary of President annually be allowed to

I. R. Moores Prest.....\$1750.

Salary to Sam A Clarke Sec'y

First year ..... 1200.

Second " ..... 800.

Salary of Treasurer E. N. Cooke 200 per annum

From the following accounts be deducted 33 1-3 per cent.

T. McF. Patton.....\$216.

J. H. Moores..... 200.

A. L. Lovejoy.....	904.
J. H. Douthit.....	1207.
F. A. Chenoweth.....	\$800.
J. Conser .....	591.75
S. B. Parrish.....	552.00
J. H. D. Henderson.....	360.00
S. Ellsworth .....	400.00
Geo. L. Woods.....	96.00

Accounts for stationery, rents and wood &c be paid in full.

To J. H. Mitchell in lieu of \$4750, \$3000. all payable in one year gold coin without interest.

One note due August 6 1870 for four thousand dollars.

The following amounts to be paid to Directors are for services to date and payable twelve months after date without interest gold coin upon the surrender of the stock accounts and subscriptions lists now in their hands.

Respectfully submitted

JOHN F. MILLER

J. H. MOORES

S. F. CHADWICK

September 7 1869

I agree to the above.

BEN HOLLADAY & CO.

On motion of Mr. Ellsworth was adopted as a basis of settlement with Ben Holladay & Co.

On motion the Company's attorney was instructed

to draw up contracts and Bond to carry out the settlement herein reported and submit the same to the Board.

Adjourned till 8 o'clock P. M.

—oOo—

Tuesday 8 P. M. Sept. 7, 1869.

Board met pursuant to adjournment. Letter from Secretary of the Interior notifying the Company that assent of the Company of Land Grant had been filed in his office was read and ordered placed on file.

Resignation of Geo. A. Eades was read and accepted by the Board.

Report of Committee on conference with contractors was again read and discussed and the words "and subscriptions lists stricken out and adopted.

The following Resolution was offered by Mr. Lovejoy and on motion adopted.

*Resolved* That the Secretary of this Board be and he is hereby instructed to issue forthwith to Ben Holladay the (39,930) Thirty Nine Thousand Nine Hundred and Thirty shares of the original capital stock in the corporation the same being the number of shares not heretofore issued of the 70,000 shares originally subscribed for by Geo. L. Woods on the . . . . day of April A. D. 1867 for the use and benefit of the company, the said Ben Holladay having this day become the purchaser of said shares from this Company by the assumption on his part of the present indebtedness of the Company at rates agreed upon.

The following contract was read and executed.

Agreement made this 7th day of Sept A. D. 1869 between Ben Holladay & Co and I. R. Moores, S. A. Clarke, E. N. Cooke, T. McF. Patton, J. H. Moores, A. L. Lovejoy, A. F. Hedges, J. H. Douthitt F. A. Chenoweth, Jacob Conser, S. B. Parrish, J. H. D. Henderson, S. Ellsworth, Geo. L. Woods, John F. Miller, J. H. Mitchell as follows to wit: The said persons of the second part herein do hereby agree to surrender up and transfer to Ben Holladay each and all the shares of stock they have in the Oregon Central Railroad Co. (save and accept one share to such of said persons which they are to reserve) and in consideration thereof the said persons do hereby agree to accept the following sums each to wit. J. R. Moores the sum of \$2483.00/100, S. A. Clarke \$1350.00/100, E. N. Cooke \$483.00/100, T. McF. Patton 144.00/100, J. H. Moores \$133.33/100, A. L. Lovejoy \$602.67/100, A. F. Hedges \$533.33/100, J. H. Douthitt \$804.67/100, F. A. Chenoweth \$533.33/100, Jacob Conser \$394.50/100, S. B. Parrish \$308. J. H. D. Henderson \$240. S. Ellsworth \$266.67/100, Geo L. Woods \$64. J. H. Mitchell \$3000.

in gold coin in full satisfaction of all claims and demands which each of said persons have up to this date against The Oregon Central Rail Road Company. The Same to be paid in one year from this date—each of which amounts the said Ben Holladay & Co. do hereby agree to pay to said persons respectively in one year from this date in coin without interest and



each of said persons of the second part upon the execution of this agreement by him hereby agrees to transfer and deliver to said Ben Holladay & Co. the whole amount of claims whether warrants or otherwise now held by him against the Oregon Central Railroad Company. The said Ben Holladay & Co. further hereby agree to pay a certain promissory note heretofore executed by the Oregon Central R. R. Company in favor of Ladd & Bush for the sum of Four Thousand Dollars in coin, which note is due August 6th 1870—said note is endorsed by certain of the parties above named, and shall be paid when due by said Ben Holladay & Co.

Witness the hands of the parties this 7th Sept. 1869.

(5c Rev )  
(Stamp )  
(Cancelled)

Witness

Geo E Cole

Ben Holladay & Co.

J. R. Moores

E. N. Cooke

J. H. D. Henderson

J. H. Douthitt

A. L. Lovejoy

A. F. Hedges

John F. Miller

S. B. Parrish

Jacob Conser

J. H. Mitchell

F. A. Chenoweth

J. H. Moores

S. Ellsworth  
Geo. L. Woods  
S. A. Clarke

On motion the meeting adjourned till tomorrow morning at 10 o'clock.

Approved	GEO. E. COLE
I. R. MOORES Prest.	Secy

——oOo——

Wednesday Sept 8th 10 A. M. 1869

The Board met pursuant to adjournment. Present same as yesterday.

Mr Douthitt moved the following Resolution which was adopted.

Resolved that each director holding subscription Books for the present as agent for the Company are to make an arrangement so far as practicable with all persons heretofore subscribing for stock to release all claim for stock to the company and to change such subscriptions into Donations and each Director is hereby prohibited from taking any further subscription from any one to to the stock of this Company.

On motion of Mr. Ellsworth the President of this Company was and is hereby authorized to complete any arrangements necessary to perfect and carry out the foregoing agreements.

The following was handed the Secretary for record on the Journal by S. G. Elliott.

"I hereby appoint and constitute S. G. Elliott my attorney in fact in my name place and stead to make all necessary arrangements with certain parties in Oregon, for the construction of a Railroad from Portland South through the Willamette Valley—a distance of one hundred and fifty miles, and all necessary arrangements for the early commencement of the work with full power to said S. G. Elliott as my attorney to do everything I could in the premises if personally present.

Witness my hand and seal this 20th day of March 1867.

ALBERT J. COOK

Wit

J. H. PARKER

(50c )  
(R Stamp)  
(Cancelled)

On motion of Mr. Conser the meeting adjourned sine die.

Approved

GEO E COLE

I. R. MOORES Prest.

Secretary

—oOo—

At a regular meeting of the Directors of the Oregon Central Railroad Company begun and held at Salem on Tuesday the . . . day of October A. D. 1869. Present I. R. Moores President. There being no quorum present adjourned sine die.

Approved

GEO E. COLE

I. R. MOORES President.

Secretary

A special meeting of the Oregon Central Railroad Company was on Tuesday March 8th 1870 there were present

President I. R. Moores

Geo. L. Woods

A. F. Hedges

J. C. Hawthorne

Sam'l M. Smith

A. L. Lovejoy

and Geo. W. Weidler

at which the following resolution was unanimously adopted.

Resolved that the line of route as surveyed and platted by Chief Engineer Brooks and his assistants from the Santiam River in Section 11, Township 10 South, Range 3 West to the South line of Township 27 South, Range 6 west is hereby adopted and approved, and that the President and Chief Engineer of this company be instructed to have the corporate seal of the company attached to all necessary maps designating the line of route.

On motion the meeting adjourned sine die.

March 8th 1870

GEO E COLE

Approved

Secretary

I. R. MOORES

President

—oOo—

A special call meeting held at Salem on the 14th day

of March A D 1870 the following members were present. Hon. I. R. Moores, Pres. A. L. Lovejoy, Geo. W. Weidler, Sam'l M. Smith, S. Ellsworth, J. H. Foster, F. A. Chenoweth.

Monday March 14th 1870

7 o'clock P. M.

In pursuance of personal notice given in writing personally to each of the Directors of this corporation more than ten days prior to this date, and also in pursuance of the publication for ten successive days, in the Daily Oregonian, and Daily Herald, published at Portland, in Multnomah County, State of Oregon of the following notice to-wit:

“Directors Meeting

The Directors of the Oregon Central Railroad Company of Salem, Oregon, are hereby notified that there will be a meeting of the Board at the office of the Company in Salem, Oregon, on Monday the 14th day of March A D 1870 at 7 o'clock P. M. A full attendance is requested as business of importance will come before the Board.

by order of

GEO E COLE

Secretary”

I. R. MOORES

President

The Board of Directors met at the office of the Company in Salem, Oregon, this Monday March 14th 1870 at seven (7) o'clock P. M. present I. R. Moores President, E. N. Cooke, J. H. Moores, John F. Miller, Geo.

L. Woods, Jacob Conser, F. A. Chenoweth, S. Ellsworth, Geo. W. Weidler, S. M. Smith, A. L. Lovejoy, A. Bush and J. H. Foster. Also present Geo. E. Cole Secretary, and J. H. Mitchell attorney of the company.

The Board was called to order by the President I. R. Moores and the following resolutions were offered by S. Ellsworth and on his motion the same were unanimously adopted, all the Directors as aforesaid voting in the affirmative, in favor of their adoption, towit:

*Resolved*, That a meeting of the stockholders of the "Oregon Central Railroad Company" of Salem, Oregon, be and the same is hereby called to be held at the office of the Company in Salem Oregon, on Monday, the 28th day of March A. D. 1870 for the purpose of considering the propriety of, and authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its capital stock.

*Resolved* That the Secretary of this Company be, and he is hereby authorized and directed to give notice of such meeting and of the purpose thereof by publication of the same for ten days in the following newspapers to wit: The Daily Oregonian and the Daily Herald, published at Portland Oregon and the Daily Statesman published at Salem Oregon.

On motion the Board adjourned to meet at the office of the company in Salem, Oregon on Monday, March 28th, A. D. 1870 at 6 o'clock P. M.

Approved

I. H. Moores  
President.

GEO. E. COLE,  
Secretary.



Office of the Oregon Central Railroad Company at  
Salem Oregon March 28th A. D. 1870 6 o'clock P. M.

Pursuant to adjournment of the Board of Directors  
ordered March 14th 1870 and of the call of the President  
on notice given the Board of Directors of the Company  
met at their office in Salem this March 28th 1870 at 6  
o'clock P. M. present I. R. Moores President John F.  
Miller, A. Bush, J. H. Moores, Geo. L. Woods, J. C.  
Hawthorne, Geo. W. Weidler, A. L. Lovejoy, E. N.  
Cooke, J. H. Douthitt, Jacob Conser and James H.  
Foster. I. R. Moores president in the Chair, Geo. E.  
Cole Secretary, and J. H. Mitchell. Whereupon the  
following communication from the contractors Ben  
Holladay and Company was presented and read. That  
is to say:

Communication.

“Office of Ben Holladay & Co

Portland Oregon

March 28th 1870.

To the President and Directors of  
The “Oregon Central Rail Road Company”.

Gentlemen.

Under the following existing contracts, towit,  
a contract or memorandum of Agreement made the 23d  
day of April A. D. 1867, by and between the “*Oregon  
Central Rail Road Company* of the first part and A. J.  
Cook of the second part; also a contract or Agreement  
supplemental thereto, and amendatory thereof, made

and entered into between the said "*Oregon Central Rail Road Company*", of the one part, and the said A. J. Cook or A. J. Cook and Company of the other part, the 27th day of November 1867, also a certain other contract or Articles supplementary thereto or amendatory thereof, made the 10th day of June A. D. 1868, between the "*Oregon Central Rail Road Company*", of the one part and A. J. Cook & Co. of the other part; and also a certain other Contract or Memorandum of Agreement made the 12th day of May 1868, by and between the "*Oregon Central Rail Road Company*", of the first part, and the firm of A. J. Cook and Company of the second part. All of which contracts and agreements original and supplemental, were on the 12th day of September A. D. 1868, by the consent and with the agreement of your Company, assigned, transferred and set over to the undersigned. The undersigned Ben Holladay and Company have constructed and equipped Twenty miles of Rail Road and Telegraph line. Commencing at East Portland and running thence Southerly and have in such work, and in further work done under such contracts and agreements, expended moneys and incurred liabilities to a large amount, that is to say, to an amount not less than Eight Hundred Thousand (\$800,000.) Dollars in U. S. Gold Coin, nor more than One Million (\$1,000,000.00) Dollars, the exact amount of which cannot now be stated.

That owing to the fact that ever since the undersigned purchased into such contracts, one or more actions or suits have been pending in the Courts of Oregon,

wherein the right to the use of your Corporate name has been questioned by another company, the securities and stocks of your Company received under such contracts have been rendered almost valueless, and your contractors have for such reason been prevented from negotiating the same, and from proceeding with the construction of the Rail Road commenced and partly completed. Under these circumstances we respectfully submit the following propositions for your consideration and acceptance.

*First:* All bonds of the "*Oregon Central Rail Road Company*", delivered under or in pursuance of any of the contracts aforesaid, shall be surrendered up to the Company.

*Second:* All stocks of the "*Oregon Central Rail Road Company*", standing on its books in the name of Ben Holladay and Company, shall within one month from this date be surrendered and delivered up to your Company to be cancelled.

*Third.* The *Oregon Central Rail Road and Telegraph line* so far as completed, together with *an* uncompleted portions of the same, including all Rolling Stock and other property belonging thereto or connected therewith shall be surrendered up and delivered to the possession of the "*Oregon Central Rail Road Company*". And all mills, Machine Shops, Machinery, Tools, Implements, Horses, Mules, Carts, Oxen, live stock and all property of every name and description now owned by or standing in the name of Ben Holladay and Company,

in Oregon, or in their possession, and intended for use in and about the construction of such Rail Road shall be transferred, conveyed and delivered to your company.

*Fourth:* The "*Oregon Central Railroad Company*", by a resolution of the Board of Directors assume and agree to pay, or cause to be paid to Ben Holladay and Company, within two years from this date the full amount in Gold Coin of the United States of the moneys expended the liabilities incurred as aforesaid by said Ben Holladay & Co. including all expenses incurred and moneys paid by said company in defending the Corporate rights of such Corporation, and in securing and establishing its franchises, the exact amount of all which is not less than Eight Hundred Thousand (\$800,000.00) Dollars, nor more than One Million (\$1,000,000.00) Dollars, and shall be settled and agreed upon by a committee consisting of one member of your Board of Directors and one member of the firm of Ben Holladay & Co. and if they cannot agree, they two shall select a third as umpire, whose decision shall be final, interest to be paid on such account from date at the rate of one per cent per month.

*Fifth:* All such contracts and agreements hereinbefore referred to shall be cancelled by both parties.

Your early consideration of these propositions is respectfully requested at an early day, and should they meet with your approval a Resolution of your Board of Directors accepting them and agreeing to the terms proposed shall be recognized by us as an execution by both parties, of a contract between the "*Oregon Central Rail*

*Road Company*”, and ourselves on the terms and conditions herein proposed and in such event the following endorsement shall be placed across the face of the original contracts and whereby the same shall be cancelled, and signed by both parties to wit:—

In Consideration of One Dollar paid by each of the parties hereto by the one to the other, and the receipt whereof is by each of the parties hereto hereby acknowledged, and in consideration of other valuable considerations moving from each to the other, It is hereby agreed between the “*Oregon Central Rail Road Company*”, and Ben Holladay & Co. parties to the within contract, that the within contract be and the same is hereby cancelled, set aside and held for nought.

Witness the hands of Ben Holladay & Co. and the “*Oregon Central Rail Road Company*”, by the signatures of I. R. Moores, President, and Geo. E. Cole, Secretary thereof, and the seal of said corporation attached, this March — A. D. 1870.” And an agreement in writing, duly executed and stamped by the parties embodying the foregoing, shall also be entered into.

Very respectfully

BEN HOLLADAY & CO.

Whereupon J. H. Moores presented the following preamble and resolutions, which upon motion of A. L. Lovejoy, were unanimously adopted.

Whereas the following communication has been received by this company, from Ben Holladay and Com-



pany, Contractors: that is to say:

Office of Ben Holladay & Co.

Portland, Oregon

March 28th 1870.

“To the “President and Directors of the “*Oregon Central Rail Road Company*”.

Gentlemen: Under the following existing contracts, to-wit: A contract, or memorandum of agreement made the 23rd day of April A. D. 1867, by and between the “*Oregon Central Rail Road Company*” of the first part, and A. J. Cook of the second part; also a contract or agreement supplemental thereunto, and amendatory thereof, made and entered into between the said “*Oregon Central Rail Road Company*” of the one part, and the said A. J. Cook or A. J. Cook and Company of the other part, the 27th day of November A. D. 1867, also a certain other contract or Articles supplementary thereto, or amendatory thereof made the 10th day of June A. D. 1868, between the “*Oregon Central Railroad Company*” of the one part and A. J. Cook & Co. of the other part, and also a certain other contract, or memorandum of writing, made the 12th day of May A. D. 1868, by and between the “*Oregon Central Rail Road Company*” of the first part, and the firm of A. J. Cook and Company of the second part, all of which contracts and agreements original and supplementary, were, on the — day of September A. D. 1868, by the consent and with the agreement of your company, assigned, transferred and set over to the undersigned. The



undersigned Ben Holladay & Company have constructed and equipped twenty miles of rail road and telegraph line, commencing at East Portland, and running thence southerly; and have in such work and in further work done under such contracts and agreements, expended money and incurred liabilities to a large amount; That is to say, to an amount not less than Eight Hundred Thousand (\$800,000.00) Dollars in United States Gold Coin; nor more than One Million (\$1,000,000.00) Dollars, the exact amount of which cannot be stated. That owing to the fact, that ever since the undersigned purchased into such contracts, one or more actions or suits have been pending in the Courts of Oregon, wherein the right to the use of your Corporate name has been questioned by another company, the securities and stocks of your company received under such contracts, have been rendered almost valueless; and your contractors have, for such reason, been prevented from negotiating the same; and from proceeding with the construction of the Rail Road commenced and partly completed, Under these circumstances we respectfully submit the following proposition for your consideration and acceptance—

*First:* All bonds of the “*Oregon Central Rail Road Company*” delivered under or in pursuance of any of the Contracts aforesaid, shall be surrendered up to the company.

*Second:* All stocks of the “*Oregon Central Rail Road Company*”, standing on the books, in the name of Ben Holladay and Company, shall within one month from this date be surrendered and delivered up to your

company.

*Third:* The Oregon Central Rail Road and Telegraph line, so far as completed, together with the incompleting portions of the same, including all rolling stock and other property, belonging thereto, or connected therewith, shall be surrendered up and delivered to the possession of the "*Oregon Central Rail Road Company*" and all mills, machine shops, machinery, tools, implements, horses, mules, carts, oxen, live stock, and all property of every name and description now owned by, or standing in the name of Ben Holladay and Company, in Oregon, or in their possession and intended for use in and about the construction of such Rail Road, shall be transferred, conveyed, and delivered to your Company.

*Fourth:* The "*Oregon Central Rail Road Company*", shall, by a resolution of the Board of Directors assume and agree to pay or cause to be paid to "Ben Holladay and Company", within two years from this date the full amount in Gold Coin of the United States of the moneys expended, the liabilities incurred as aforesaid by said Ben Holladay & Co., including all expenses incurred and money paid out by said company in defending the Corporate right of such Corporation, and in securing and establishing its franchise, the exact amount of all which is not less than Eight Hundred Thousand (\$800,000.00) Dollars, nor more than One Million (\$1,000,000.) Dollars, and shall be settled and agreed upon by a committee consisting of one member of your Board of Directors and one member of the firm of Ben Holladay and Company and if they cannot agree, they

two shall select a third as umpire, whose decision shall be final, interest to be paid on such amount from date, at the rate of One per cent per month.

*Fifth:* All the contracts and agreements hereinbefore referred to shall be cancelled by both parties.

Your early consideration of these propositions is respectfully requested at an early day: And should they meet with your approval, a resolution of your Board of Directors, accepting them and agreeing to the terms proposed, shall be recognized by us, as an execution by both parties, of a contract between the "*Oregon Central Rail Road Company*", and ourselves, on the terms and conditions herein proposed; and in such event the following endorsement shall be placed across the face of the original contracts and whereof (by) the same shall be cancelled by both parties, towit:

In Consideration of One Dollar paid by each of the parties hereto, by the one to the other and the receipt whereof is by each of the parties hereto, hereby acknowledged and in consideration of other valuable considerations moving from each to the other: It is hereby agreed between the "*Oregon Central Rail Road Company*" and Ben Holladay and Company, parties to the within contract, that the within contract be, and the same is hereby cancelled, set aside and held for naught.

Witness the hands of Ben Holladay & Co. and the "*Oregon Central Rail Road Company*", by the signatures of I. R. Moores, President, and Geo. E. Cole Secretary thereof; and the seal of said corporation attached,

this March A. D. 1870.” And an Agreement in writing, duly executed and stamped by the parties, embodying the foregoing, shall also be entered into.

Very respectfully

(Signed) BEN HOLLADAY & CO.

And *Whereas*: the statements contained in such communication are true:

*Therefore Resolved*:

That this corporation do hereby accept the propositions contained in such communication of Ben Holladay and Company:

*Resolved* That the Company do hereby accept and receive from said Ben Holladay and Company the Rail Road and Telegraph line of the “*Oregon Central Rail Road Company*”, so far as completed, together with all uncompleted parts—including also all the property and rolling stock, owned by such Company; including also all stock in this Company, standing on its books, in the name of Ben Holladay & Co., which stock shall be transferred, at the request of this Company—including all the property standing in the name of Ben Holladay and Co. or in their possession as stated in the foregoing communication.

*Resolved*: That in consideration thereof, this Company agrees to pay Ben Holladay & Co., the whole cost of construction of such road, including all costs and expenses hereinbefore referred to in such communication and the said amount of all which, shall be ascertained set-

tled and agreed upon in the manner prescribed in such communication, and the same shall be paid in United States Gold Coin, within two years from this date, together with interest from this date, at one per cent per month in like coin.

*Resolved:*

That all said contracts referred to in the communication aforesaid, be and the same are hereby rescinded: And the President and Secretary of this Company are hereby directed to cancel each thereof, in the manner prescribed in such communication aforesaid.

*Resolved:*

That the President and Secretary of this Company, be, and they are hereby instructed to enter into a written contract with said Ben Holladay & Co., on behalf of this Company, and in its name, which contract shall embody the provisions and purposes contained in these resolutions.”

“The following communication from the “*Oregon and California Rail Road Company*”, was presented by the attorney of this Company, which was read, and on motion of A. L. Lovejoy was ordered spread upon the record, towit:—Communication—

Office of Oregon and California

Rail Road Company

Portland, Oregon, March 28th, 1870.

To the President, Stockholders and Board of Directors of the Oregon Central Rail Road Company of Salem,

Oregon”.

Gentlemen,

I respectfully beg leave to submit for your consideration the following proposition from the “*Oregon and California Rail Road Company*,” which I do in the form of the following resolution of the Board of Directors of that corporation, passed March 26th, A. D. 1870, at the office of their Company in Portland, Oregon, to wit:—

Resolved. That the President of this Company, be, and he is hereby authorized and instructed to enter into negotiations with the “*Oregon Central Rail Road Company*”, of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the rail road of such corporation, now partly completed and in progress of construction, including all the rolling stock and other property connected therewith, and including also all the property real, personal and mixed, now owned by such “*Oregon Central Rail Road Company*”, or to which it may in anywise be entitled and including also all franchises of the said corporation which it now owns, or to which it is or may be entitled by virtue of any act, or resolution of Congress or of the Legislature of the State of Oregon:—or in any way or manner:—And for such purpose the “President of this Company”, is further authorized to agree in writing in the name of this corporation, and under its seal, for such purchase by and transfer to this Company of all such property, rights and franchises upon the following terms—towit: That in considera-



tion of such conveyance, transfer and delivery to this Company, it shall agree to and with the "*Oregon Central Rail Road Company*", its Directors and stockholders, to assume and shall assume and agree to pay all the debts and liabilities of such "*Oregon Central Rail Road Company*", as the same mature and become due and payable of whatever name and nature and this company shall also indemnify and forever keep harmless, the said "*Oregon Central Rail Road Company*", from any and all such payments, and from all liability whatever, of every name and nature, for which said "*Oregon Central Rail Road Company*", may be liable at the date of the acceptance of these propositions.

To the propositions contained in the foregoing resolution an early answer is desired.

Very respectfully

BEN HOLLADAY

President of Oregon and California  
Railroad Company.

Whereupon in answer to such communication A. L. Lovejoy offered the following preamble and resolutions, which upon his motion were unanimously adopted.

*Whereas* The following communication has this day been received by this Company from the "*Oregon and California Rail Road Company*", a corporation incorporated and organized at Portland, Oregon, March 17th, 1870, for the purpose of constructing a rail road and telegraph line from Portland, Oregon, southerly

through the Willamette, Umpqua and Rogue (River) Valleys to the south boundary of Oregon, in accordance with an Act of Congress approved July 25th A. D. 1866, granting lands for such purpose and amendments thereto: to-wit:

Office of Oregon and California  
Rail Road Company

Portland Oregon March 28th 1870

To the President and Board of Directors of the "Oregon Central Rail Road Company", of Salem, Oregon.

Gentlemen

I respectfully beg leave to submit for your consideration the following proposition from the "Oregon and *California Rail Road Company*", which I do in the form of the following resolution of the Board of Directors of that corporation—passed March 26th A. D. 1870, at the office of their company in Portland, towit:—

*Resolved:* That the President of this Company, be, and he is hereby authorized and instructed to enter into negotiations with the "*Oregon Central Rail Road Company*", of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the rail road of such corporation, now partly completed and in progress of construction, including all the rolling stock and other property connected therewith, and including also all the property real, personal and mixed, now owned by such "*Oregon Central Rail Road Company*", or to which it may in any wise be entitled, and including also all franchises of the said corporation which it now owns, or to

which it is, or may be entitled by virtue of any Act or Resolution of Congress, or of the Legislature of the State of Oregon:—or in any way or manner, and for such purpose the President of this Company is further authorized to agree in writing in the name of this Corporation and under its seal for such purchase by and transfer to this Company of all such property, rights and franchises upon the following terms, to-wit: That in Consideration of such conveyance, transfer and delivery to this Company, it shall agree to and with its Directors and Stockholders to assume, and shall assume and agree to pay all the debts and liabilities of such "*Oregon Central Rail Road Company*", as the same mature and become due and payable of whatever name and nature, and this Company shall also indemnify and forever keep harmless, the said "*Oregon Central Rail Road Company*", from any and all such payments, and from all liability whatever, of every name and nature, for which said "*Oregon Central Rail Road Company*", may be liable at the date of the acceptance of these propositions.

To the propositions contained in the foregoing resolution an early answer is desired.

Very respectfully

(sd) BEN HOLLADAY

President of Oregon and California  
Rail Road Company.

"*And Whereas*, This Company is today indebted in a large amount to-wit: In a sum not less than Eight Hundred Thousand (\$800,000.00) Dollars, nor more

than Dollars in Gold Coin of the United States, and which former sum is equivalent in value under existing circumstances to that of all the property and franchises owned or possessed by this Company, or to which it is in anywise entitled,

And *Whereas*: there has heretofore existed divers controversies in the Courts and there is one suit still pending of a similar nature, wherein the right of this Company to use its Corporate name, has been and is questioned by another Company, and by reason whereof the securities of this Company have been weakened, and rendered comparatively valueless—and which have prevented this Company and its contractors from negotiating the same—and from proceeding with the construction of its Rail Road, and which have resulted in this Company being driven to a cancellation of its contracts for the construction thereof—

Therefore *Resolved*: That it is the judgment of this Board that it is for the best interests of this Company and all its stockholders to accept the proposition embodied in the foregoing communication:—

*Resolved:* That this Company do (subject however to the approval by a majority vote of the stock of this Corporation) accept the foregoing proposition of the "*Oregon and California Rail Road Company*",

**Resolved:** That the President and Secretary of this Company be and they are hereby authorized and directed to enter into an agreement in writing in the name of this Company with said "*Oregon and California Rail Road*

*Company*", for sale of all the property and franchises of this Corporation upon the terms embodied in the foregoing propositions, which agreement shall however be subject to the approval or disapproval of a vote of a majority of the stock in this Company, at a stockholders meeting hereafter to be held.

*Whereupon*, the following conveyance and contracts being executed and submitted to the Board were on motion of G. L. Woods by an unanimous vote ordered to be spread upon the record.

*Conveyance:*

Know all men by these presents, that we, the undersigned Ben Holladay and Company of Portland, Oregon, in consideration of the cancellation this date by the "*Oregon Central Rail Road Company*", at Salem, Oregon, of all certain contracts in writing heretofore existing between said company and the undersigned, in relation to the construction of a rail road and telegraph line from Portland Oregon, through the Willamette, Umpqua and Rogue River Valleys to the California line, and the agreement of such company to pay the undersigned for all moneys laid out, expended, and incurred under such contracts towit: An Amount not less than Eight Hundred Thousand Dollars in U. S. Gold Coin, it being a part of the arrangement that all the property hereinafter specified should be transferred and delivered to said Company, and in Consideration of the full sum of One Dollar to us in hand paid the receipt whereof is hereby acknowledged, have sold, assigned set



over transferred, delivered and conveyed, and by these presents, we Ben Holladay and Company do sell assign set over transfer deliver and convey unto said "*Oregon Central Rail Company*" of Salem Oregon, all saw mills and machinery connected therewith, all machinery, tools, implements, apparatus of every name and description, all live stock, horses, mules, cattle, work oxen, carts, drays, wagons, gearing-tackle and all leases and all property of every name and nature now owned by &c (&) in the possession of Ben Holladay & Co. all such property being in the State of Oregon, principally in Multnomah and Clackamas Counties, the same being the mills, machinery, tools, implements, apparatus, live stock, horses, mules, cattle, carts, drays, wagons, gearing tackle, rail-road ties, iron rail spikes and other rail road materials now and heretofore used by us in the construction of the "*Oregon Central Rail Road Company*". It being the intention of this conveyance to transfer to said "*Oregon Central Rail Road Company*" all property real and personal of every name and nature now owned or possessed by the undersigned in the State of Oregon.

To have and To Hold the said property and every part thereof unto the said "*Oregon Central Rail Road Company*" of Salem, Oregon, its successors and assigns absolutely and forever.

In witness whereof, we have hereto set our hands and seals this 28th day of March A. D. 1870.

BEN HOLLADAY  
C. TEMPLE EMMET



(Five Cent )  
 (U. S. R. Stamp )  
 (Cancelled )

By Ben Holladay

Atty in Fact

BEN HOLLADAY & CO.

By Ben Holladay

*Agreement:*

Memorandum of agreement entered into this 28th day of March A. D. 1870, between the "*Oregon Central Rail Road Company*", a corporation, Incorporated at Salem, Oregon, the 22nd day of April A. D. 1867—party of the first part and Ben Holladay and Company of Portland, party of the second part:—

*Whereas*, the parties of the second part Ben Holladay and Company, did on the 12th day of September A. D. 1868, by and with the consent and agreement of the said "*Oregon Central Rail Road Company*", party of the first part herein, take an assignment of certain contracts in writing then existing between said party of the first part herein and one A. J. Cook, and A. J. Cook & Co. which contracts related to the construction of a Rail Road and telegraph line, from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River Valleys to the California line, and for a lateral road through Benton county, in Oregon, and for the equipment of such roads; which contracts bear date as follows: One April 23rd, 1867, between the "*Oregon Central Rail Road Company*", and Albert J. Cook. One supplemental thereto and amendatory thereof between said "*Oregon Central Rail Road Company*", and

said A. J. Cook or A. J. Cook & Co. dated on or about the 27th day of November A. D. 1867. Also one certain other contract or articles *supplementary* thereto or amendatory thereof made on or about the Tenth (10th) day of June A. D. 1868, between said "*Oregon Central Rail Road Company*", and said A. J. Cook & Co. Also a certain other contract or memorandum of agreement made the 12th day of May A. D. 1868 or thereabouts between the same parties.

And *Whereas*, The parties of the second part herein have in pursuance of such contracts completed Twenty miles of such Rail Road and Telegraph running from East Portland southerly—and have equipped the same—and have done other large amounts of work in the further construction of such road under such contracts, and the said Ben Holladay & Co. have expended in all under such contracts, and incurred liabilities in constructing such road and furnishing materials therefor, and in divers other ways and manner connected with the prosecution of such work under such contracts—including large expenses paid in litigation in defending the rights of the Company party of the first part herein, and in securing and defending its franchises and establishing its rights, and in procuring right of way amounting in all to a sum total in U. S. Gold Coin, in not less than Eight Hundred thousand (\$800,000.00) Dollars, nor more One Million (\$1,000,000.00) Dollars, the exact amount of which cannot now be more clearly stated, and

*Whereas*: Owing to certain controversies that have arisen from time to time in the Courts of Oregon, one of

which is still pending and undetermined wherein the right of (the) Corporation party of the first part herein to the use of its corporate name has been, and still is questioned by another corporation, claiming the right to such corporate name. The Stocks and Securities of the corporation, party of the first part herein have been clouded and greatly weakened, and rendered almost valueless, and wholly unsaleable in the markets.

Therefore in Consideration of the premises aforesaid and of the sum of One Dollar paid to each of the parties hereto by the one to the other, and the receipt whereof is hereby acknowledged, and of the mutual agreements of the parties hereto:—It is agreed by and between the parties hereto as follows:

*First:* That the parties of the second part herein shall surrender and deliver up to be cancelled to the "*Oregon Central Rail Road Company*," party of the first part herein, all bonds of such Corporation heretofore delivered under or in pursuance of any of the contracts aforesaid.

*Second:* All stock of the "*Oregon Central Rail Road Company*", standing on its books in the name of Ben Holladay and Company, or owned by such firm shall within one month from this date be surrendered and delivered up to the Corporation, party of the first part, or to such person as such Company through its Directors or Stockholders may designate to be cancelled or otherwise disposed of.

*Third:* "The Oregon Central Rail Road and Tele-

graph line so far as completed, together with all uncompleted portions of the same, including all rolling stock and other property belonging thereto or connected therewith, shall be and is hereby surrendered up and delivered over to the possession, ownership and control of the "*Oregon Central Rail Road Company*", party of the first part herein.

*Fourth:* The "*Oregon Central Rail Road Company*", party of the first part herein, shall pay or cause to be paid to Ben Holladay and Company within two years from this date in United States Gold Coin, together with interest therein from date at one per cent per month, the full amount of all the moneys expended and liabilities incurred as aforesaid by said Ben Holladay and Co. including all expenses incurred, and moneys paid by such company in defending *its* (the) corporate rights of the party of the first part herein, and in securing and establishing its franchises the exact sum total of all which is not now definitely known, but the same is not less than Eight Hundred thousand (\$800,000.00) Dollars nor more than One Million (\$1,000,000.00) Dollars, and the same shall be ascertained settled and agreed upon by I. R. Moores, President and one of the Directors of the party of the first part and Ben Holladay, one of the parties of the second part, and in case they cannot agree, they two shall select an umpire, whose decision shall be final, and the said amount shall be so ascertained and agreed upon within three months from this date.

*Fifth:* All the said contracts and agreements hereinbefore referred to shall be, and they are each and all of

them hereby cancelled.

*Sixth:* Ben Holladay and Company party of the second part herein shall, of even date with these presents, and in consideration of the agreements herein contained, make execute and deliver to the "Oregon Central Rail Road Company" party of the *second* (first) part, a conveyance and transfer of all the Mills, Machinery, ties and other Rail Road material, Horses, Mules, Oxen, tools, implements, carts, Drays, wagons now owned by Ben Holladay and Company in Oregon, and heretofore and now used in about the construction of said Rail Road; together with all other property owned by or belonging to Ben Holladay & Co. in Oregon.

In testimony whereof the "*Oregon Central Rail Road Company*", party of the first part herein has caused its corporate seal to be attached and witness also the signatures of I. R. Moores its President; and Geo. E. Cole its Secretary—also witness the hands of Ben Holladay and Company—party of the second part herein.

Oregon Central Rail Road Company

By I. R. MOORES

(Ten cents )	(Seal of )	President
(U. S. R. S.)	(Corporation)	
(Cancelled )	(attached )	

Oregon Central Rail Road Company

By GEO. E. COLE

Secretary

Witness Present BEN HOLLADAY & CO.

A. G. CUNNINGHAM By BEN HOLLADAY



*Agreement:*

Articles of Agreement made and entered into this 28th day of March A. D. 1870, between the "*Oregon Central Rail Road Company*", a corporation incorporated at Salem on the 22nd day of April A. D. 1867, under the General Incorporation laws of the State of Oregon, and amendments thereto, party of the first part, and the "*Oregon and California Rail Road Company*", a corporation incorporated at Portland Oregon, on the 17th day of March A. D. 1870, under the laws of Oregon aforesaid party of the second part.

Whereas: The party of the first part herein is the owner of the Oregon Central Rail Road partly completed and in course of construction and rolling stock and other valuable property and franchises, including all the rights, privileges, benefits, franchises and immunities granted and conferred on the Oregon Company by an Act approved July 25th 1866 entitled "An Act granting lands to aid in the construction of a Rail Road and Telegraph line from the Central Pacific Rail Road in California to Portland in Oregon" approved July 25th A. D. 1866 and amendments thereto:

And *Whereas*: Said *Oregon Central Rail Road Company*" party of the first part herein, is largely indebted to divers persons, but principally to Ben Holladay and Company in an amount not less than Eight Hundred (\$800,000.00) Dollars nor more than . . . . . Dollars the exact amount of which it to be hereafter ascertained.



And *Whereas*: It has been agreed as will more fully appear by the following communication and propositions presented to the "*Oregon Central Rail Road Company*", party of the first part herein by the "*Oregon and California Rail Road Company*", party of the second part herein, and the Resolution of the Board of Directors of the said "*Oregon Central Rail Road Company*", party of the first part in answer thereto that the said "*Oregon Central Rail Road Company*", party of the first part, shall sell and convey unto the said "*Oregon and California Rail Road Company*", party of the second part, all the Rail Road and other property, both personal and real, and all the rights franchises, privileges and property whatsoever of every name, nature and character, in consideration of an Agreement upon the part of the "*Oregon and California Rail Road Company*," to assume and pay as they may mature and become due all the debts and liabilities of every name and nature of the said "*Oregon Central Rail Road Company*," and the further agreement to forever save indemnify and keep harmless the said "*Oregon Central Rail Road Company*", and its stockholders and Directors from all such debts and liabilities, which communication and proposition so made as aforesaid are as follows:

Office of Oregon and California  
Rail Road Company

Portland, Oregon, March 28th, 1870.

To the President and Board of Directors of the "*Oregon Central Rail Road Company*" of Salem, Oregon.

Gentlemen

I respectfully beg leave to submit for your consideration the following proposition from the "*Oregon and California Rail Road Company*," which I do in the form of the following resolution of the Board of Directors of that Corporation passed March 26th A. D. 1870, at the office of their Company in Portland, Oregon towit:

*Resolved.* That the President of this Company be and he is hereby authorized and instructed to enter into negotiations with the "*Oregon Central Rail Road Company*", of Salem Oregon, Incorporated April 22nd, 1867, for the purchase by this Company of the Rail Road of such Corporation now partly completed and in progress of construction, including all its Rolling Stock and other property connected therewith and including also all the property real personal and mixed, now owned by such "*Oregon Central Rail Road Company*", or to which it may in anywise be entitled, and including also all franchises of the said Corporation, which it now owns, or to which it is, or may be entitled by virtue of any Act or Resolution of Congress, or of the Legislature of the State of Oregon, or in any other way or manner, and for such purpose the President of this Company is further authorized to agree in writing in the name of this Corporation and under its seal, for the purchase by and transfer to this Company of all such property rights and franchises upon the following terms towit: That in Consideration of such conveyance, transfer and delivery

to this Company, it shall agree to and with said "*Oregon Central Rail Road Company*", and to and with its Directors and Stockholders, to assume and shall assume and agree to pay all the debts and liabilities of such "*Oregon Central Rail Road Company*", as the same mature and become due and payable of whatsoever name and nature, and this company shall also indemnify, save and keep harmless the said "*Oregon Central Rail Road Company*", from any and all such payments and from all liability whatever of every name and nature for which said "*Oregon Central Rail Road Company*" may be liable at the date of the acceptance of these propositions."

And *Whereas*. In response to the foregoing communication the said "*Oregon Central Rail Road Company*", did on the 28th day of March A. D. 1870, by the Board of Directors adopt the following resolution, towit:

*Whereas* the following communication has this day been received by this company from the "*Oregon and California Rail Road Company*", a corporation incorporated and organized at Portland, Oregon, March 17, 1870, for the purpose of constructing a Rail Road and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue (River) Valleys to the south boundary of Oregon, in accordance with an Act of Congress approved July 25th A. D. 1866, granting lands for such purpose and amendments thereto:—

Towit:

Office of Oregon and California  
Rail Road Company

Portland Oregon

March 28th 1870.

To The President and Board of Directors of the "Oregon Central Rail Road Company".

Gentlemen.

I respectfully beg leave to submit for your consideration the following proposition from the "*Oregon and California Rail Road Company*", which I do in the form of the following Resolution of the Board of Directors of that corporation, passed March 26th A. D. 1870, at the office of their company in Portland, towit:

*Resolved:* That the President of this Company be, and he is hereby authorized and instructed to enter into negotiations with the "*Oregon Central Rail Road Company*", of Salem, Oregon, Incorporated April 22nd 1867, for the purchase by this Company of the Rail Road of such corporation, now partly completed and in progress of construction, including all the rolling stock and other property connected therewith, and including also all the property real, personal and mixed, now owned by such "*Oregon Central Rail Road Company*", or to which it may in any wise be entitled and including also all franchises of said corporation, which it now owns, or to which it is or may be entitled by virtue of any (Act or) resolution of Congress or of the Legislature of the State of Oregon, or in any way or manner, and for such purpose the President of this Company is further

authorized to agree in writing, in the name of this Corporation, and under its seal for such *purpose* (Purchase) by and transfer to this company of all such property, rights and franchises, upon the following terms, towit: That in Consideration of such conveyance, transfer and delivery to this Company, it shall agree and with its Directors and Stockholders, to assume and shall assume and agree to pay all the debts and liabilities of such "*Oregon Central Rail Road Company*", as they mature and become due and payable of whatever name and nature, and this Company shall also indemnify and forever keep harmless the said "*Oregon Central Rail Road Company*", from any and all such payments, and from all liability whatever of every name and nature, for which said "*Oregon Central Rail Road Company*", may be liable at the date of the acceptance of these propositions.

To the propositions contained in the foregoing Resolution, an early answer is desired.

Very respectfully

(sd) BEN HOLLADAY

President of Oregon and California  
Rail Road Company.

And *Whereas*: This Company is today indebted in a large amount, towit: In a sum not less than Eight Hundred thousand (\$800,000.00) Dollars, nor more that ————— Dollars, in Gold Coin of the United States, and which former sum is equivalent in value under existing circumstances to that of all the property



and franchises owned or possessed by this Company, or to which it is anywise entitled.

And *Whereas*: There has heretofore existed divers controversies in the Courts and there is one suit still pending of a similar nature, wherein the right of this company to use its corporate name has been and is questioned by another company, and by reason whereof the securities of this company have been weakened and rendered comparatively valueless, and which have prevented this company and its contractors from negotiating the same, and from proceeding with the construction of its Rail Road and which have resulted in this company being driven to a cancellation of its contracts for the construction thereof:

Therefore *Resolved*: That it is the judgment of this Board that it is for the best interests of this company and all of its stockholders to accept the proposition embodied in the foregoing communication:

*Resolved*:—That this Company do (subject however to approval by a majority vote of the stock of this corporation,) accept the foregoing proposition of the *Oregon and California Rail Road Company*."

*Resolved*:—That the President and Secretary of this Company, be, and they are hereby authorized and directed to enter into an Agreement in writing, in the name of this Company, with said "*Oregon and California Rail Road Company*," for a sale of all the property and franchises of this corporation, upon the terms embodied in the foregoing propositions, which agree-



ment shall however be subject to the approval, or disapproval of a vote of a majority of the stock in this Company at a stockholders meeting hereinafter to be held.

“Therefore in Consideration of the premises and of the valuable considerations moving from one to the other as hereinbefore stated,

The said “*Oregon Central Rail Road Company*”, party of the first part does hereby sell and agree to convey within one week from this date to the “*Oregon and California Rail Road Company*”, party of the second part herein.

The whole of the Oregon Central Rail Road and telegraph line, and all the rolling stock of such road, and also all the property both real and personal and mixed now owned by the “*Oregon Central Rail Road Company*”, of whatever name and nature. And all the rights of way, privileges, franchises and interests whatsoever, both legal and equitable, which the said corporation party of the first part herein, now has or owns and especially all the lands, rights, franchises, privileges, emoluments and benefits whatever, which the “*Oregon Central Rail Road Company*”, party of the first part herein now has, or owns, or to which it is or may be entitled either legally or equitably by virtue of the Acts of Congress aforesaid, or either or any of them, or of any other Act of Congress, or of any Act or Resolution of the Legislature of the State of Oregon, or of the decision of any of the Federal or State Departments or of the Federal or State Courts.

In consideration whereof, the said *Oregon and California Rail Road Company*", party of the second part herein, hereby covenants and agrees to and with the said "*Oregon Central Rail Road Company*", party of the first part, to assume and agrees to pay, and it does hereby assume and agree to pay to whomsoever owing, or may hereafter be due or owing, whenever the same becomes due and payable, all of the debts, obligations and liabilities whatsoever of the said "*Oregon Central Rail Road Company*", of whatsoever name, nature or amount, and in the Gold Coin of the United States, and the "*Oregon and California Rail Road Company*", does further hereby covenant and agree to and with the "*Oregon Central Rail Road Company*", party of the first part, to indemnify and forever save and keep harmless the said "*Oregon Central Rail Road Company*", against the payment at any time hereafter of any claim or claims, demand or demands that now exist, or which may at any time hereafter arise, or come against such last named corporation, and against all loss, expenses, costs, disbursements and damages whatsoever, which the party of the first part may at any time hereafter be called upon to incur or pay, by reason of any such claims or demands.

In testimony whereof, the parties hereto "*The Oregon Central Rail Road Company*", party of the first part, by and through its President I. R. Moores and Geo E. Cole, Secretary, and the "*Oregon and California Rail Road Company*", party of the second part by and through its President Ben Holladay and its Secretary,

A. G. Cnuningham, all of such officers being hereunto duly authorized and empowered as aforesaid, have each caused their names together with the signatures of the said officers respectively to be hereto subscribed and their corporate seals attached this 28th day of March A. D. 1870.

(Seal of )  
 (Corporation )  
 (attached )  
 (Twenty )  
 (cents )  
 (U. S. R. S. )  
 (Cancelled )  
 (Seal of )  
 (Corporation )  
 (attached )

Oregon Central Rail Road Company  
 By I. R. Moores  
 President.

Oregon Central Rail Road Company  
 By Geo. E. Cole  
 Secretary.

Oregon and California  
 Rail Road Company  
 By Ben Holladay  
 President

Oregon and California  
 Rail Road Company  
 By A. G. Cunningham  
 Secy.

Whereupon on motion of J. F. Miller said conveyance was accepted, and said contracts were ratified, and on motion of Geo. L. Woods a recess was taken until tomorrow afternoon 4 P. M. March 29th 1870.

GEO. E. COLE  
Secretary

I. R. MOORES  
President



Office Oregon Central Rail Road  
Company—Salem, Oregon,

March 28th 1870 (7)  
o'clock P. M.

Pursuant to an order of the Board of Directors of this Company made March 14th, 1870, calling a meeting of the stockholders of this company to meet at their office on this March 28th A. D. 1870, at seven o'clock P. M. and declaring its purpose thereof, and of notice duly given by publication in the Daily Oregonian and Daily Herald, published at Portland, Oregon, and in the Daily Statesman, Published at Salem, Oregon, for ten successive days prior to this date, as required by such order. The stockholders of this company met at the office of the Company in Salem Oregon, this March 28th 1870, at 7 o'clock P. M. The following stockholders being present towit:

Ben Holladay and Company represented by Ben Holladay and such firms owning and representing and owning as per stock books of the company Fifty thousand one Hundred and Sixty one (50,161) shares of the

common stock and 14,500 shares of Preferred interest bearing stock. Also the following named stockholders each in person and representing and owning as appears by the stock books of the company one share each of the common stock to-wit: J. H. Moores, J. H. Douthit, I. B. Moores, E. N. Cook, Jacob Conser, A. L. Lovejoy, Geo L. Woods, John F. Miller, Geo. W. Weidler, J. H. Foster, A. Bush, J. C. Hawthorne and Geo. E. Cole.

On motion of J. F. Miller it was unanimously resolved that the action of the Board of Directors of this company in cancelling all contracts existing between this company and Ben Holladay and Company for the construction of its Rail Road, be, and the same is hereby ratified and confirmed.

Geo. L. Woods presented the following Resolutions which were on his motion unanimously adopted by a vote of all the stock present, the vote being by ballot, J. H. Moores and J. F. Miller were appointed tellers, and the same resulted as follows: The Secretary also acting as teller, and the President I. R. Moores as inspector and who certified the result as follows. Ben Holladay & Co. by Ben Holladay voted in the affirmative Fifty thousand one Hundred and Sixty one votes (50,161), being one vote for each share of the common stock held by Ben Holladay & Co.

And each of the following stockholders voted in the affirmative each casting one vote for the share so held by him as aforesaid towit: J. H. Moores, J. H. Douthitt, I. R. Moores, E. N. Cooke, Jacob Conser, A. L.

Lovejoy, Geo. L. Woods, John F. Miller, Geo. W. Weidler, J. H. Foster, A. Bush, J. C. Hawthorne and Geo. E. Cole. There being no votes in the negative, whereupon such resolutions having received the unanimous vote of all the stockholders present and such vote being over two thirds of the whole capital stock of this corporation, the Resolutions aforesaid were declared by the President adopted.

Said Resolution being as follows:

*Whereas:* the Directors of this corporation did at a meeting of their Board regularly called for such purpose, and held at the office of the Company, in Salem, Oregon, on the 14th day of March A. D. 1870, by a unanimous vote adopt the following resolutions:

“Resolved, that a meeting of the stockholders of *“The Oregon Central Rail Road Company”*, of Salem, Oregon be and the same is hereby called to be held, at the office of the Company, in Salem, Oregon, on Monday, the 28th day of March, A. D. 1870 at seven (7) o’clock P. M. for the purpose of considering the propriety of authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its Capital stock;”

“Resolved that the Secretary of this Company, be, and he is hereby authorized and directed to give notice of such meeting, and of the purpose thereof, by publication of the same for ten days, in the following Daily Newspapers, towit: The Daily Oregonian and the Daily Herald, published at Portland, Oregon, and the



Daily Statesman, published at Salem, Oregon:" And

Whereas, in pursuance of such order of the Board of Directors, the following notice was duly published as prescribed by such Board of Directors, by the Secretary of this corporation, for the period of ten days, in each of the following named newspapers towit: The Daily Oregonian and The Daily Herald of Portland, Oregon, and the Daily Statesman of Salem, Oregon.

"Notice to Stockholders of the "*Oregon Central Rail Road Company*", of Salem, Oregon.

At a regular meeting of the Board of Directors of the "*Oregon Central Rail Road Company*", of Salem, Oregon, on the 14th day of March A. D. 1870, the following resolution was unanimously adopted, towit:

"*Resolved*—That a meeting of the stockholders of the "*Oregon Central Rail Road Company*", of Salem, Oregon, be, and the same is hereby called, to be held at the office of the Company, in Salem, Oregon, on Monday, the 28th day of March A. D. 1870, at seven (7) o'clock P. M. for the purpose of determining the propriety of and authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its Capital Stock."

"Therefore all Stockholders in the "*Oregon Central Rail Road Company*", of Salem, Oregon, are hereby notified and requested to appear at the office of such company," in Salem, Oregon, on Monday, the 28th day of March A. D. 1870, at seven (7) o'clock P. M. , for the purpose of attending to the transaction of the busi-

ness specified in the foregoing Resolution.

By order of the Board of Directors,"—

(signed) I. R. Moores

"Geo. E. Cole

President

Secreary."

Oregon Central Railroad Company"

And whereas, in pursuance of such call of the Board of Directors, and such notice, there are now here present, the following named stockholders in this corporation, each holding, owning and representing the number of shares of stock, in this corporation, as hereinafter specified, and constituting in all, more than two thirds of the whole Capital Stock of this Corporation, towit: Ben Holladay and Company are the owners and holders of Sixty-four thousand six Hundred and Sixty-one (64,661) shares of such stock, that is to say, Fourteen thousand five hundred (14,500) shares of what is known as preferred interest bearing stock and Fifty thousand one hundred and Sixty-one (50,161) shares of the common stock, J. H. Douthit the owner of one share, and each of the following named stockholders, each of whom owns and represents one share that is to say. J. H. Moores, I. R. Moores, E. N. Cook, A. L. Lovejoy, Geo. L. Woods, John F. Miller, Geo. W. Weidler, A Bush, J. C. Hawthorne, Geo. E. Cole

And Whereas: A corporation has been duly incorporated and organized, under the general incorporation law of this State and the amendments thereto, for the purpose of constructing and operating a Rail Road and Telegraph line from Portland, Oregon, Southerly

through the Willamette, Umpqua and Rogue (River) Valleys, to the California line, on the Southern boundary of Oregon; which corporation has been organized by stockholders herein, representing and controlling over two thirds of the whole capital stock hereof; and for the *Sold* purpose of carrying out to successful completion, the enterprise for which this corporation was originally formed. The reason for the formation of such new corporation being to avoid the embarrassments and impediments, constantly being thrown in the way of this enterprise, by certain persons who claim, falsely, to be a corporation, under the laws of Oregon, under the name of the "*Oregon Central Rail Road Company*", and who have heretofore disputed and still are disputing the right of this corporation, to the use of such name; and although such claim, upon the part of such alleged corporation, is, and ever has been, illegal, inequitable, unjust and based upon a gross fraud: and although such alleged corporation has heretofore uniformly failed, in its attempts in Courts to restrain by legal process, our use of such name; and while we believe that all future attempts will be met, by like results, yet we are conscious of the fact that such persons who claim to be such corporation, have not only the disposition, but the power by vexatious actions and suits, in divers Courts, wherein the right to the use of our Corporate name may be questioned, to annoy and harass this corporation, and embarrass its operations, impede the construction of its enterprise, weaken and cloud its securities and injure its credit.

*And whereas.* In Consideration of the premises, it is deemed advisable by the stockholders, hereinbefore mentioned, and all now present, to dissolve this company and settle up its business, and sell, dispose of, assign, transfer and convey unto the said "*Oregon and California Rail Road Company*". Such being the name of the corporation, so formed as aforesaid, all the property, real, personal and mixed, and all the franchises, rights, credits, privileges and emoluments of whatsoever name and nature, owned by, or in any wise belonging to this corporation as per terms of a written agreement between the two corporations for such purchase, dated the . . . . . day of March, A. D. 1870. *Therefore*

*Resolved:*

That the "*Oregon Central Rail Road Company*" of Salem, Oregon, incorporated April 22nd, 1867, be, and the same is hereby dissolved, to take effect upon the settlement of its business, and the sale, transfer and conveyance of its property and franchises as hereinafter specified;

*Resolved:*

That the President and Secretary of this corporation, be, and they are hereby authorized empowered and directed, to immediately and as soon as practicable, settle all the business of this corporation.

*And Whereas,*

This corporation has, in and for the consideration of the within covenants and agreements upon the part of the "*Oregon and California Rail Road Company*",

to pay all the debts, demands, and liabilities of this company, of every name or nature, as the same mature and become due; and in and for the further consideration of the covenants of such corporation, to forever save, indemnify and keep harmless this company from all claims and demands whatsoever: bargained and sold to such "*Oregon and California Rail Road Company*", all the property real and personal, rights and franchises, credits and interests, legal and equitable, determined, absolute, and contingent, of every name and nature, now owned by, or belonging to this corporation.

*Therefore Resolved Further:*

That the written contract heretofore entered into between this company and the said "*Oregon and California Rail Road Company*", for the sale and transfer of all the property of this company, to such corporation, be, and the same is hereby ratified and confirmed: And that I. R. Moores, present President of this corporation, and Geo. E. Cole, present Secreary thereof, in consideration of the covenants and agreements aforesaid, on the part of said "*Oregon and California Rail Road Company*", to pay all the debts and liabilities of this company of every name and nature, be, and they are hereby authorized and empowered and directed, for this corporation and in its corporate name and as its President and Secretary, and under its corporate seal and for the use and benefit of its stockholders, to sell, assign, transfer, set over, convey and deliver to the said "*Oregon and California Rail Road Company*", of Portland, Oregon, all the property, real, personal and mixed of



whatsoever name and nature, both legal and equitable, absolute and contingent, and all donations, rights, credits, accounts and interests whatever, now owned by, or in any wise belonging to this corporation, and all franchises and interests whatever by it possessed or owned: And especially to sell, assign, transfer, set over and convey, in the name of this corporation, to-wit:—The “*Oregon Central Rail Road Company*” and under its corporate seal, unto the said “*Oregon and California Rail Road Company*”, of Portland, Oregon, its successors and assigns, all the lands, rights, title, franchise, interest, claim, property and demand whatsoever, both legal and equitable, present and prospective, absolute and contingent, which this corporation the “*Oregon Central Rail Road Company*”, of Salem, Oregon, now has, owns or possesses, or to which it is now of right entitled, either legally or equitably, or to which it may, at any time hereafter become entitled, in and to the franchise and grant of lands made by the Congress of the United States to aid in the construction of a Railroad and Telegraph line from the Central Pacific Rail Road, in California, to Portland in Oregon, by an Act entitled “*An Act granting lands to aid in the construction of a Rail Road and Telegraph line from the Central Pacific Rail Road in California to Portland in Oregon*”, approved July 25th, 1866. And amendments thereto. This corporation having been duly designated by the Legislature of Oregon, in pursuance of the requirements of such Act of Congress, with full power and authority to include in such sale, assignment, transfer and conveyance



all right, title and interest of every name and nature, which this corporation now has, or to which it is either legally or equitably entitled, or at any time hereafter may be either in whole or in part, to the ownership, management or control of the lands, franchises, and benefits granted or conferred by such Act of Congress and amendments thereto.

*And Whereas:*

The present indebtedness of this Company exceeds the sum of Eight Hundred Thousand (\$800,000.00) Dollars, in U. S. Gold Coin, the whole of which amount, said "*Oregon and California Rail Road Company*" have assumed and agreed to pay and to forever save, indemnify and keep harmless this company against all liability and damages by reason thereof, in consideration of this transfer and sale to said corporation of all the property and corporate franchises of this corporation.

*And Whereas:*

It is the judgment of this meeting that the assumption of such indebtedness is a full, complete and adequate consideration for all the property and corporate rights and franchises of this company hereby directed to be transferred and conveyed, and that the best interests of the stockholders herein, are subserved by the cancellation of the said indebtedness:

*And Whereas:*

Therebeing no money or property whatever to appropriate among the several stockholders of this company after the disposal of its property, and the pay-

ment of its liabilities as aforesaid: And the business of this company being about to finally suspend:

*Therefore Resolved:* That the whole capital stock of this corporation, both preferred interest bearing and common stock, be, and the same is hereby cancelled, and the holders thereof are hereby directed to surrender the certificates thereof to the Secretary of this corporation; and such Secretary is hereby directed to cancel each certificate, by writing in red ink across the face of each thereof, the words:—

“Surrendered and cancelled by order of a Resolution of the Stockholders”; adding thereto the date, and his name, and title of office.

*And Resolved:*

That from and after the date of the delivery of such deed of conveyance, assignment and transfer to the said “*Oregon and California Rail Road Company*”, this corporation towit: The “*Oregon Central Rail Road Company*” of Salem Oregon, shall be dissolved.

*And Whereas:*

The Two Million Dollars of what is called preferred interest bearing stock heretofore issued by this Company and which stands upon the stock books of this Company in the following amounts, in the names of the following parties, to;wit:

A. J. Cooke 5,400 shares—representing \$540,000.00—  
N. P. Perrine 100 shares, representitng \$10,000.00—  
Ben Holladay and Co. 14,500 shares, representing

\$1,450,000.00—was issued illegally and without any authority of law, and without any consideration whatever and—

*Whereas:* No part of such preferred interest bearing stock has ever yet been paid in.

*Therefore Resolved:* That all said preferred interest bearing stock is hereby declared void and cancelled, and the holders of the certificates thereof are hereby requested to surrender the same up to the Secretary of the Board of Directors of this Company to be so marked cancelled, and such Secretary is hereby directed to cancel the same.

On motion of J. C. Hawthorne, the stockholders meeting took a recess until 3 o'clock P. M. tomorrow afternoon, March 29, 1870, in order that the record might be made up, and for the transaction of any other business that may come before them.

Geo. E. Cole  
Secretary.

I. R. Moores  
President

Office of "Oregon Central Rail Road Company", Salem, Oregon, March 29th, 1870, 3 o'clock P. M. Pursuant to adjournment of the Board of Stockholders on yesterday: The Board met at the office of the Company at Salem, Oregon, March 29th, 1870, at 3 o'clock P. M. Present the same stockholders and amount of stock represented as on yesterday: Also the same officers as on yesterday. I. R. Moores President in the Chair, and Geo. E. Cole Secretary.

Whereupon, the minutes of the stockholders meeting of yesterday being read were on motion of J. C. Hawthorne unanimously approved by a vote of all the stock present.

Whereupon, on motion of A. L. Lovejoy the stockholders meeting adjourned *sine die*.

Geo. E. Cole

I. R. Moores

Secretary.

President

Office of "Oregon Central Rail Road Company",  
Salem, Oregon.

Tuesday March 29th 1870, 4 o'clock P. M.

Pursuant to recess taken by the Board of Directors on yesterday, the Board met at the office of the Company at Salem, Oregon, this March 29th 1870, at 4 o'clock P. M.

Present I. R. Moores President in the chair, and Geo. E. Cole, Secretary, also present the following Directors towit:—

I. R. Moores, John F. Miller, E. N. Cook, J. H. Moores, Asahel Bush, J. H. Foster, Jacob Conser, J. C. Hawthorne, Geo. W. Weidler, A. L. Lovejoy, J. H. Douthitt and Geo. L. Woods.

The Record of the meeting of the Board on yesterday was read by the Secretary.

Whereupon on motion of J. C. Hawthorne, such record was unanimously approved.

John F. Miller offered the following resolution

which on his motion was unanimously adopted:—

*Resolved*

That J. L. Parrish and C. N. Terry Trustees for the Bondholders in this company in the mortgage heretofore issued by this company, be, and they are hereby requested to cancel of record in the several Counties of this State, the said mortgage heretofore made by this company on its rail road and rolling stock, upon the surrender to them for this company, or to this company, of all the bonds heretofore issued by this Corporation together with coupons attached: and

*Resolved Further.*

That upon surrender of any or all such bonds, to this company, the present Secreary of this Company, shall endorse on each thereof these words in red ink, whereby the same shall be cancelled.

Towit:

“Cancelled this . . . . . day of . . . . . A. D. 1870, by order of the Board of Directors passed March 28th, 1870” and shall sign his name and title of office thereto. And he shall file such bonds among the archives of this company.

“Whereupon on motion of Jacob Conser the following resolutions were unanimously adopted.

*Whereas.* At stockholders meeting of this Company legally called and held at the office of the Company in Salem, Oregon, on the twenty-eighth (28th) day of March A. D. 1870, which meeting was duly called

for such purpose as provided by law, such stockholders by a vote of over two-thirds ( $\frac{2}{3}$ ) of the whole capital stock in this company unanimously adopted resolutions authorizing the dissolution of this corporation, the settling of its business, disposing of its property, and dividing of its capital stock, which resolutions are spread at length on the record of this company as a part of the proceedings of such stockholders meeting, reference being thereunto had will more fully appear. And *Whereas*, it is the judgment of this Board that the best interests of this company and of all the stockholders herein, will be subserved by a dissolution of this company, the settlement of its business, and disposition of its capital stock in the manner provided in any by the resolutions of the stockholders as aforesaid:—

*Therefore Resolved:*

That this corporation, the “*Oregon Central Rail Road Company*”, of Salem, Oregon, incorporated April 22nd, 1867, be and the same is hereby dissolved upon the terms and in the manner as prescribed in the said resolutions of the stockholders aforesaid, and the President and Secreary of this Board are hereby directed to dispose of the property of this company, and settle its business, and dispose of its stock in the manner provided for in and by said resolutions of the stockholders.

*Resolved:* That all the proceedings of such stockholders meeting of March 28th A. D. 1870, be and the same are hereby endorsed, ratified and confirmed, and the President and Secretary of this Board, be, and they are hereby directed to excute all the suggestions and



directions of such stockholders meeting in the name of this company, as therein set forth.

“Whereupon on motion of Geo. W. Weidler the following resolution was unanimously adopted:”

“Resolved, that I. R. Moores President and Geo. E. Cole Secretary of this Company be, and they are hereby authorized and directed to make, execute and deliver to the “*Oregon and California Rail Road Company*”, of Portland, Oregon, in the name of this corporation and under its corporate seal and under their signatures as such President and Secretary a good and sufficient deed of conveyance of all the property and franchises of this company of whatever name and nature, real personal and mixed, and of all its rights, credits and interests whatsoever, in accordance with the contract entered into with such corporation for such sale, assignment transfer and conveyance, and in accordance with the resolution of the stockholders of this corporation, adopted this 28th day of March A. D. 1870, affirming such sale and directing such conveyance.

J. H. Moores offered the following resolution which on his motion was unanimously adopted.

*Resolved*, that the President and Secretary of this Company be and they are hereby instructed to communicate to the Secretary of the Interior, the fact that this Company has sold, assigned, transferred and conveyed to the “*Oregon and California Rail Road Company*,” of Portland, Oregon, all its right, title and interest, in and to the lands, franchises and benefits granted

to the "*Oregon Company by the Act of Congress of July 25th 1866, and amendments thereto, granting lands to aid in the construction of a rail road and telegraph line from the Central Pacific Rail Road in California to Portland in Oregon.*

Whereupon on motion of Geo. L. Woods the Directors Meeting adjourned sine die.

Geo. E. Cole  
Secretary.

I. R. Moores  
President

# GOVERNMENT'S EXHIBIT 100-B

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O. C. R. R. CO.  
Salem.

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## STOCK BOOK

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Records and Minutes of the  
Oregon Central Railroad Company

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## STOCK BOOK

Capital Stock \$7,250,000.00.

Number of Shares 72,500.

Amount of each Share \$100.00

Salem, Oregon. April 22, 1867.

We the undersigned with the understanding and upon the express condition that we assume no personal liability over and above the amounts individually and respectively subscribed, above and beyond which we are

not to be held responsible, do subscribe to the Capital Stock of the Oregon Central Railroad Company the number of shares and the amounts of money for which the same call as expressed opposite to our respective signatures.

(five-five cent stamps)

Subscribers	Names	No. of Shares	Amount
April 22, 1867 -			

Geo. L. Woods	One Share	\$100.00
I. R. Moores	" "	100.00
S. A. Clarke	" "	100.00
John A. Moores	" "	100.00
J. S. Smith, pr I. R. Moores, Atty	" "	100.00
E. N. Cooke pr I. R. Moores	" "	100.00

Oregon Central Railroad  
Co., By Geo.L.Woods,  
Chairman,      Seventy Thousand  
Shares      \$7,000,000

On the 23 of April 1867 By order of the Company the sum of two millions of dollars of the said \$7,000,000 was transferred to A. J. Cook, as preferred stock paid him on account of contract. Being 20,000 shares

S. A. Clarke, Secretary  
O.C.R.R.Co.

The above transfer is accepted by us. A.J.Cook & Co.

(Nine five cent stamps)

April 25th 1867

		F. A. Chenoweth	One Share	\$100.00
April	26"	T. McF. Patton	One Share	100.00
Apr.	30	W. A. McPherson	One Share	100.00
May	12th	I. H. D. Henderson	One Share	\$100.00
April	23	S. Ellsworth	One Share	\$100.00

1868

March	12	J. H. Mitchell	One Share	\$100.00
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1868

March	24	Phil Wasserman	One Share	\$100.00
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1868

March	24	S. F. Chadwick	One Share	100.00
		A. M. Loryea		100.00
		A. L. Lovejoy	One Share	100.00
		Jacob Conser		100.00
		John F. Miller	One Share	100.00

1868

March	24th	John E. Ross	One Share	100.00
"	"	J. H. Douthit	One Share	100.00

(Five five-cent stamps)

H. Boyd	One Share	
S. B. Parrish	One Share	
A. F. Hedges	One Share	100.00
Green B. Smith	One Share	100.00

Mr. Smiths Subscription is to be deducted from the

amount heretofore subscribed from him.

(four-five cent stamps one-three and one-two cent stamp)

April 6, 1869

”	Sam M. Smith	One Share	100.00
”	Geo. M. Weidler	” ”	100.00
”	J. C. Hawthorne	” ”	100.00
”	A. Bush	” ”	100.00
”	James H. Footes	” ”	100.00
”	Geo. E. Coles	” ”	100.00
	Geo. A. Edes	” ”	100.00

(Six-five cent stamps)

## LIST OF THE PREFERRED STOCK

(\$2,000,000.00)

Oregon Central Railroad Company

Issued April 1867 to Albert J. Cook

Preferred Stock issued to Albert J. Cooke April 23,  
1867

No.	Registered No.	No. of Shares	Amount
1	1057	1,000	100,000
5	1059	1,000	100,000
2	1060	1,000	100,000
9	1061	1,000	100,000
7	1058	1,000	100,000
8	1056	1,000	100,000
4	1055	1,000	100,000



No.	Registered No.	No. of Shares	Amount
6	1054	1,000	100,000
10	1053	1,000	100,000
3	1052	1,000	100,000
30	3732	500	50,000
23	3739	500	50,000
15	3740	500	50,000
27	3746	500	50,000
13	3748	500	50,000
29	3753	500	50,000
28	37472	500	50,000
24	3743	500	50,000
26	3741	500	50,000
12	3742	500	50,000
55	7229	100	10,000
57	7226	100	10,000
56	7228	100	10,000
54	7227	100	10,000
58	7224	100	10,000
53	7225	100	10,000
51	7221	100	10,000
52	7223	100	10,000
59	7222	100	10,000
74	7220	100	10,000
50	7219	100	10,000
75	7218	100	10,000
49	7217	100	10,000
76	7216	100	10,000
48	7215	100	10,000
77	7214	100	10,000

No.	Registered No.	No. of Shares	Amount
47	7213	100	10,000
78	7212	100	10,000
46	7211	100	10,000
43	7205	100	10,000
79	7210	100	10,000
45	7209	100	10,000
80	7208	100	10,000
44	7207	100	10,000
60	7206	100	10,000
61	7204	100	10,000
42	7203	100	10,000
62	7202	100	10,000
41	7201	100	10,000
63	7200	100	10,000
40	7199	100	10,000
64	7198	100	10,000
39	7197	100	10,000
65	7196	100	10,000
38	7195	100	10,000
66	7194	100	10,000
37	7193	100	10,000
67	7192	100	10,000
36	7191	100	10,000
68	7190	100	10,000
35	7189	100	10,000
69	7188	100	10,000
34	7187	100	10,000
70	7186	100	10,000
33	7185	100	10,000

No.	Registered No.	No. of Shares	Amount
71	7184	100	10,000
32	7183	100	10,000
72	7182	100	10,000
31	7181	100	10,000
73	7180	100	10,000
81	4133)	(300	30,000
	) In lieu of No. 23	(	
82	4136)	(100	10,000
	) Mar. 3rd, 68	(	
83	4137)	(100	10,000
84	4139)	( 50	5,000
	) N. P. Perrine	(	
85	4143)	( 50	5,000
	)	(	
86	4141)	( 50	5,000
	)	(	
87	4144)	( 50	5,000
	)	(	
88	4142)	( 50	5,000
	)	(	
89	4146)	( 50	5,000
	) In place of	(	
90	4145)	( 50	5,000
	) No. 26	(	
91	4140)	( 50	5,000
	) Mar 3rd	(	
92	4138)	( 40	4,000
	) N. P. Perrine	(	
93	4135)	( 30	3,000
	)	(	
94	4134)	( 30	3,000
	)		
	) (Dec 1, 1868)		

In place of No. 1, 2, 3 & 4—4000 shares

No.	Registered No.		No. of Shares	Amount
95	3485	Henderson	320	32,000
96	3488	Ellsworth	320	32,000
97	3491	Chenoweth	470	47,000
98	3494	J. S. & G. B. Smith	320	32,000
99	3496	J. H. Moores	320	32,000
100	3483	I. R. Moores	470	47,000
101	3486	E. N. Cooke	340	34,000
102	3489	Patton	100	10,000
103	3492	Woods	420	42,000
104	3495	Clarke	420	42,000
105	3498	Mitchell	500	50,000

## REGISTERED BONDS SERIES "A"

Dec. 3rd., 1867.

1011	No. 1
1012	14
1013	27
1014	40
1015	53
1016	66
1017	77
1018	88
1019	93
1020	106
1021	123
1022	139
1023	151

## REGISTER BONDS SERIES "A"

Dec. 3rd, 1867

1024	No. 166
1025	179
1026	198
1027	211
1028	234
1029	251
1030	260
1031	264
1032	284
1033	286

Dec. 2nd., 1867.

2149	2
2150	15
2151	28
2152	41
2153	54
2154	67
2155	78
2156	89
2157	94
2158	107
2159	124
2160	140
2161	152
2162	167
2163	180
2164	199

## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

2165	No. 212
2167	235
2168	249
2169	261
2170	265
2171	283
2172	287
3001	3
3102	16
3103	29
3104	42
3105	55
3006	68
3107	79
3108	95
3109	108
3110	125
3111	141
3112	153
3113	168
3114	181
3115	200
3116	213
3117	236
3118	250
3119	262
3120	266
3121	282



## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

3122	No. 285
3123	288
3470	4
3471	17
3472	30
3473	43
3474	56
3475	69
3476	80
3477	96
2478	109
3479	126
3480	142
3481	156
3482	169
3483	182
3484	201
3485	214
3486	224
3487	237
3488	248
3490	267
3491	281
3492	289
4132	5
4133	18

## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

4134	No. 31
4135	44
4136	57
4137	70
4138	81
4139	90
4140	97
4141	110
4142	127
4143	157
4144	170
4145	183
4146	202
4147	215
4148	225
4149	238
4150	252
4151	263
4152	268
4153	280
4154	290
3627	6
3628	19
3629	32
3630	45
3631	58
3632	71

## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

3633	No. 91
3634	99
3635	111
3636	128
3637	138
3638	143
3639	158
3640	171
3641	184
3642	203
3643	216
3644	226
3645	239
3646	247
3647	253
3648	269
3649	291
4329	7
4330	20
4331	33
4332	46
4333	59
4334	72
4335	92
4336	98
4337	112
4338	129

REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

4339	No. 137
4340	144
4341	159
4342	172
4343	185
4344	204
4345	217
4346	227
4347	240
4348	246
4349	254
4350	270
4351	292
4011	8
4012	21
4013	34
4014	47
4015	60
4016	73
4017	82
4018	100
4019	113
4020	119
4021	130
4022	145
4023	160

## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

4024	No. 173
4025	186
4026	192
4027	205
4028	218
4029	228
4030	255
4031	271
4032	279
4033	293
1051	9
1052	22
1053	35
1054	48
1055	61
1056	74
1057	83
1058	101
1059	114
1060	120
1061	131
1062	146
1063	161
1064	174
1065	187
1066	193
1067	206

REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

1068	No. 219
1069	229
1070	256
1071	272
1072	278
1073	294
4053	10
4054	23
4055	36
4056	49
4057	62
4058	75
4059	84
4060	102
4061	115
4062	121
4063	132
4064	147
4065	162
4066	175
4067	188
4068	194
4069	207
4070	220
4071	230
4072	241
4073	257



## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

4074	No. 273
4075	295
1325	11
1326	24
1327	37
1328	50
1329	63
1330	76
1331	85
1332	103
1333	116
1334	122
1335	133
1336	148
1337	163
1338	176
1339	189
1340	195
1341	208
1342	221
1343	231
1344	242
1345	245
1346	274
1347	296
1263	12

## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

1264	No. 25
1265	38
1266	51
1267	64
1268	86
1269	104
1270	117
1271	134
1272	136
1273	149
1274	155
1275	164
1276	177
1277	190
1278	196
1279	209
1280	222
1281	232
1282	258
1283	243
1284	276
1285	297

Series "A" \$1,000

1781	13
1782	26
1783	39
1784	52

## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

1785	No. 65
1786	87
1787	105
1788	118
1789	135
1790	150
1791	154
1792	165
1793	178
1794	191
1795	197
1796	210
1797	223
1798	233
1799	244
1800	259
1801	275
1802	277
1803	298
2200	299
2201	311
2202	323
2203	335
2204	343
2205	353
2206	373
2207	385

REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

2208	No. 397
2209	
2210	
2311	
7000	300
7001	312
7002	324
7003	336
7004	344
7005	354
7006	374
7007	386
7008	398
7009	
7010	
7011	
7012	
5432	301
5433	313
5434	325
5435	337
5436	355
5437	375
5438	387
5439	399
5440	
5441	

5142

*O. & C. R. R. Co., et al.*

REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

5442	No.
6000	302
6001	314
6002	326
6003	345
6004	356
6005	376
6006	388
6007	400
6008	
6009	
6010	
8099	303
8100	315
8101	327
8102	338
8103	357
8104	365
8105	377
8106	389
8106	
8107	
8108	
8109	
3150	304
3151	316

## REGISTERED BONDS SERIES "A"

Dec. 2nd, 1867

3152	No. 328
3153	346
3154	358
3155	366
3156	378
3157	390
3158	
3159	
3160	
3161	
2302	305
2303	317
2304	329
2305	339
2306	347
2307	359
2308	367
2309	379
2310	391
2506	306
2507	318
2508	330
2509	340
2510	348
2511	360
2512	368
2513	380



## REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

2514	No. 392
2900	307
2901	319
2902	331
2903	341
2904	349
2905	360
2906	369
2907	381
2908	393
2909	
2910	
4444	308
4445	320
4446	332
4447	350
4448	362
4449	370
4450	382
4551	394
4552	
4553	
4554	
1850	309
1851	321
1852	333
1853	342

REGISTER BONDS SERIES "A"

Dec. 2nd, 1867

1854	No. 351
1855	363
1856	371
1857	383
1858	395
1859	
1860	
7500	310
7501	322
7502	334
7503	352
7504	364
7505	372
7506	384
7507	396
7508	
7509	

# GOVERNMENT'S EXHIBIT 101

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PREPARED BY J. GASTON

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## SPECIAL MESSAGE OF GOV. WOODS

TO THE

## LEGISLATIVE ASSEMBLY OF THE STATE OF OREGON

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Gentlemen of the Legislative Assembly:

Your attention is invited to the importance of the inauguration of a general system of internal improvements in our State. Where only biennial sessions of the Legislature are authorized by law, delay often works incalculable injury. And now that we are in rapid process of development, with a constantly increasing population, it behooves us, looking to the future good, to give all necessary aid to such enterprises as tend to the permanent development of the vast resources of the State.

Long years of experience in a country without roads, and with a water communication with the marts of trade, admitted by all to be totally inadequate to the wants of the people, has taught us the necessity for some system of intercommunication which will answer the demands of the people. With a rail-road running through the Willamette Valley, and via Oakland, Roseburg, Jacksonville and Yreka, to and connecting with the Central Pacific Rail-Road in California—thus putting ourselves in direct and speedy communication with the City of San Francisco, and the demands of our sister State, in which we have a community of interest—we should reap a benefit which cannot well be estimated. Another route, equally as important as the first, now inviting attention, is the one running from the navigable waters of the Columbia river, via Boise City, to the valley of the Great Salt Lake, connecting with the Central Pacific Railway at Salt Lake City. To this route too much importance cannot be attached. In a commercial and military point of view, it is invaluable and indispensable; and it is gratifying to know that a bill, looking to its establishment, is now pending in Congress, and will doubtless become a law early in the coming session of that body. Legislation for the purpose of carrying that great enterprise into effect will be necessary, and it is hoped that you will not adjourn without making the required enactments. In his biennial message for the year 1864, my predecessor called the attention of the Legislature to the route first above named, and forcibly enumerated the advantages to be

derived from such an enterprise; and, in accordance with the suggestions, an Act was passed, the effect of which was to aid in its construction. But the amount provided for was so meager as to offer no inducement to capitalists for investment. Had a more liberal spirit characterized our legislation at that time, we should, ere this, have been enjoying the advantages and sharing the profits of the undertaking. Let us profit by the experience of the past, and take hold of this great enterprise with that liberality and determination which shall insure its early completion. I would not encourage extravagance, but on the contrary, would bespeak a vigilant watchfulness over and a prudent and judicious expenditure of the public money; but it should be borne in mind that a niggardly parsimony is often the ruin of a people, while a prudential liberality builds up a State.

Your attention is called to an Act of Congress of July 25, 1866, donating twenty sections of the public lands for each mile of Railroad, and Telegraph to be constructed from the City of Portland, Oregon, to, and connected with the Central Pacific Railroad, in California, which lands are to be selected within thirty miles on either side of said road. This grant, though quite liberal is wholly inadequate and will not, of itself, afford sufficient security to insure investment. Capital for the completion of this great work must come from abroad, and good policy requires that we should hold out inducements for investment. I am happy to be able to communicate to you that capitalists controlling ample means for the construction of the entire road proposed,

are now ready, and have signified their willingness to invest in the great enterprise as soon as the legislation necessary for such an investment can be had.

Under the General Incorporation Act, a Corporation is about to be organized to be known as "The Oregon Central Railroad Company," composed of some of the most responsible and energetic business men of the State, whose purpose it is, if they can meet with proper encouragement, to immediately begin this great work. And I take the liberty to suggest that it would be well to make provision, by immediate enactment, by which through the above named corporation the State shall be able to reap the benefits of the liberal donations by Congress, and also to make provision for the payment of the interest on the bonds of the Company, necessary to construct and put into operation, the first section of twenty miles of the road. Whatever may be the objections urged, it must be conceded that the State, looking to the future permanent wealth and prosperity of its citizens, is in duty bound to lend immediate and efficient aid to this great enterprise; and since it is for the immediate benefit of all, it is eminently just and proper that all should contribute to its furtherance.

I deem it useless to enumerate the advantages to be derived from a railroad, since they must be apparent to all. The valleys of the Rogue River, Umpqua and Willamette are unequalled in richness of soil, and general resources for agricultural and manufacturing purposes; but can the farmers or the manufacturers afford to transport the products of their labor from these remote dis-



tricts to Portland, at present our only outlet, and realize any profit? It is often tauntingly said by those from abroad that Oregonians are indolent,—nothing can be more foreign from the truth. Experience teaches that mankind nowhere labor for the mere love of labor, per se, but for the profits to be derived therefrom. In this the citizens of Oregon are not unlike the rest of mankind. Give them easy and cheap transportation for the products of their labor, and the most rapid development of all the multiplied resources of our State will speedily follow.

A Railroad is a public necessity. The farmers need it; the mechanics need it; the merchants need it; the manufacturers need it; all classes need it. It would infuse new energy and enterprise into the people, cause our lands to be cultivated, our manufactures to be built up, increase the demand for labor, bring hither a vast population, add to our revenue, and build up our cities. Its early completion will be a priceless benefaction. You are the representatives of the people. Their interests are in your keeping. Do your duty towards them, your State, and yourselves. Help to build the railroad. It is the people's just enterprise. Your labors will be your own lasting monument.

GEO. L. WOODS.

Executive Office, Salem, Oct. 6, 1866.

GOVERNMENT'S EXHIBIT 102.

Portland, Oregon, January 1, 1868.

TO WHOM IT MAY CONCERN:—

We the undersigned officers of the Oregon Central Railroad Company, having learned that some parties at Salem in this State have incorporated (under the general laws of this State) another company, and have assumed and attempted to usurp the corporate name of the organization we represent, and that said usurping company has recently printed and signed, and sent to the Eastern States, a large lot of Bonds, purporting to be the Bonds of the Oregon Central Railroad Company, feel it to be our duty to notify the public of the following facts:

1st.—The Oregon Central Railroad Company was incorporated and organized at the session of the Legislature, held in September, 1866, and received valuable grants of U. S. land, and interest on Bonds from the State of Oregon. Since that time it has duly filed its papers in the office of the Secretary of the Interior at Washington, D. C., and is now engaged in the location and construction of its Railroad, having large subscriptions of home means. It has never issued any bonds of any description, and has no agents or contractors either at San Francisco or any of the Atlantic cities, and no one authorized to represent it there.

2nd.—This new company, now using our corporate name, was gotten up in April, 1867; and although the Governor of Oregon is President of it, we hesitate not

to state, that its organization is spurious, and its operations justly suspicious. It has no just or legal right to that name, and a suit in Equity is now pending in the Circuit Court of this State for Marion County, to enjoin the further use of the name, and also an action of *Quo Warranto* by the State of Oregon, to forfeit all its corporate rights, if it has any, for the reason that it has failed to prosecute the object named in its articles of Incorporation, for more than six months, as the General Incorporation Law requires; and for the further reason, that it has no legal organization, a Board of Directors having been elected without any subscription of the Capital Stock as the law requires.

We may further state that the character of this bogus company is such that W. S. Ladd, Banker of this city, and Ex.-Gov. Gibbs, refused to act as trustees in their mortgage, after their names had been printed on the face of the Bonds. The Company has never made any location or the least of a survey of the road they propose to construct, nor have they a dollar in the world of any kind of property. The Company is in every respect a humbug and its bonds are worthless.

Any person desiring information on the subject, are referred to A. E. & C. E. Tilton, Bankers of New York City, or Thos. M. Isett, Broker, in same City.

By order of the Board of Directors:

J. Gaston,

W. C. Whitson,

Prest. O. C. R. R. Co

Sec. O. C. R. R. Co.

GOVERNMENT'S EXHIBIT 103.

These circulars were sent everywhere.

OREGON CENTRAL RAILROAD BONDS.

Office of the O. C. R. R. Co., Portland,

Oregon, May 1st, 1868.

TO WHOM IT MAY CONCERN:

The Board of Directors of the Oregon Central Railroad Company, deem it proper and right to renew the caution issued to the public in December last, in relation to the use of its corporate name by another Company; and for that purpose beg leave to submit the following statement of facts:

1st. The original "Oregon Central Railroad Company" was the only corporation in this State entitled to use this name, was incorporated under the General Incorporation Act of this state, at the session of our Legislature for the year 1866; and at that time went before the Legislature then in Salem, and procured the passage of House Joint Resolution No. 13, which designates this Company to receive all the land, and all the benefits of an Act of Congress, entitled, "An Act granting land to aid in the construction of a Railroad and Telegraph from the Central Pacific Railroad in California to Portland, Oregon," so far as the land grant is located in Oregon. (This Act of Congress gives the Company about three million acres of land). Our Company has filed the necessary papers in the Department of the Interior at Washington, and has been officially recog-

nized by the Secretary of the Interior. The Legislature of our State, at the same session named, passed an Act, pledging the State to pay interest on one million dollars of our Bonds for twenty years. After receiving these grants from the State, and the recognition of our rights to the land grant, by the Secretary of the Interior, we commenced surveying our line of road upon the west side of the Willamette River, and solicited subscriptions to the capital stock of the Company, and we now have subscriptions and donations of land, cash and other valuable property in aid of the road, amounting in value to near \$300,000. In February last, the City Council of the City of Portland, upon the petition of nine-tenths of the voters of the City, passed an Ordinance, binding the City to pay interest on \$250,000 of our Bonds, for twenty years, all deliverable on the first twenty miles of road. In March last, the County Commissioners of Washington County, upon the petition of four-fifths of the farmers, entered into a contract, obligating the County to pay interest on \$50,000 of our Bonds. On the 15th ult., we "broke ground" in the commencement of our work, and a force is rapidly pushing the work. We submit that these facts, showing our standing at home, should give us a fair name abroad.

2d. On the 22d day of April, 1867, some six months after the incorporation of our Company, and five months after the adjournment of our Legislature, some parties at Salem, on the east side of the Willamette River, got together and incorporated another Company in the name of the "Oregon Central Railroad

Company," fully assuming and attempting to usurp our corporate name. They proceeded to elect a Board of six Directors, and that too, without subscribing the capital stock on one-half thereof, as our Incorporation law requires before the election of Directors. They let a contract to A. J. Cook & Co., to construct one hundred and fifty miles of their road; and now one year since their contract was let A. J. Cook & Co. have just commenced work with a small force. Recently this Company No. 2 has enlarged its Board of Directors, electing twenty-one gentlemen from various parts of the State, three-fourths of whom know nothing of this Company, and consider their appointment merely "honorary." In December last, M. F. Mulkey, Prosecuting Attorney of the 4th Judicial District, commenced an action of *quo warranto* against this usurping Company, to annul its existence for violation of the law in the election of Directors without subscribing stock. On this day our Company has filed a Bill in Equity, in the Circuit Court, for Marion County, (where the usurping Company has its office) against the second Company, praying for an Injunction against their further use of our corporate name. The papers are now in the hands of the Prosecuting Attorney of the 3d Judicial District for another *quo warranto* action to annul the existence of the second Company for a failure to prosecute its business for a period of six months, as our law requires.

These facts are stated now, because A. M. Loryea, the Agent of the second Company, has started to the



Atlantic cities with a large amount of Bonds of this second Company, and which read as if they were the Bonds of our Company. Every one will see, that if any one of the above three actions at law are maintained against the usurping Co., their organization is destroyed, and the Bonds rendered worthless to all intents.

We beg leave to state further, that on the 12th ult., Captain J. C. Ainsworth, President of the Oregon Steam Navigation Company, and a Director of our Company, proposed to James P. Flint, of the firm of Flint, Peabody & Co., of Boston and San Francisco, and who interests himself in behalf of the second Company, that all matters in dispute between the two companies should be submitted to arbitrators; or by amicable suit to the Courts and have them settled immediately. Mr. Flint endeavored to get the second Company to accept this proposition, but they declined. Since that time, Ex-Governor A. C. Gibbs, our Attorney, met the Attorneys of the second company in the argument of a part of one of said cases, and proposed and requested that they should try the whole case on its merits, and for the best interests of all parties, and of the State, settle all questions in dispute as soon as possible; and this proposition was rejected. Our Company has used every means to secure a speedy settlement of all questions in dispute, but we have been opposed by the delays of the second Company. We may state further, that such is the character of this second Company, that W. S. Ladd, Banker, and Ex-Governor Gibbs, (before he became our attorney) refused to act as Trustees in their mort-

gage, after their names had been printed on their Bonds.

We have issued no Bonds, have no Agents in New York or elsewhere yet. We cannot give an Eastern reference; but we have no doubt that if application was made to Julius M. Keeler, of the Oregon and New York Commission Agency, No. 95 Liberty Street, New York, parties interested in knowing the truth, could learn something of the character of the parties comprising our Board, and thereby the truth of these statements, all of which we stand ready to prove by affidavits or home reference to any business man, of the city of Portland. We only desire that parties interested should investigate the matter. By order of Directors.

J. Gaston

President O. C. R. R. Company.

(SEAL)

T. R. Cornelius, W. T. Newby, J. C. Ainsworth, W. C. Whitson, J. Gaston, Directors O. C. R. R. Company.

# GOVERNMENT'S EXHIBIT

## 104

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Preserve this.

About May 1st, 1868, the "East Side Co." published this pamphlet all over the Country; and to which Gaston replied as follows this.

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# ADDRESS

## TO THE

## PEOPLE OF OREGON

## BY THE

## OREGON CENTRAL R. R. CO.

## OF SALEM

SALEM, OREGON  
A. L. STINSON, BOOK AND JOB PRINTER  
1868

ADDRESS  
To  
THE PEOPLE OF OREGON.

By the Oregon Central Railroad Co., of Salem.

The Directors of the Oregon Central Railroad Company, deem it proper to present the following statement:

The capital stock of the Company is \$7,250,000. This being the represented cost of the first 150 miles of the road. \$5,250,000 of this is common stock, which will be offered for sale at ten cents on the dollar. On payment of ten per cent. for the stock purchased, certificates will be issued as full paid stock, and the word "non-assessable" will be printed on the face of each certificate, to protect the holder from ever being called on to pay any additional amount or assessment.

The actual cost of the road will be \$5,250,000, in payment for which First Mortgage Bonds will be issued to the contractors for.....\$2,400,000  
Second Mortgage Bonds will be..... 2,400,000  
And we promise to raise cash ..... 450,000

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\$5,250,000

We have agreed to raise, to be applied on the work as it proceeds, the sum of \$3,000 per mile, which we can do by the sale of common stock, at ten cents on the dollar. We expect the great benefits to be conferred on the country by the building of the road, to be sufficient

inducement to all property owners and business men to aid the enterprise according to their ability. The contractors, A. J. Cook & Co., volunteer to give every purchaser of stock their obligation to redeem the stock, within two years, by repayment of the sum, in coin, originally paid for the same. The question of the value of the investment, independent of their promise, can be answered by a few statistics of the cost of railroads in other states, and the income derived from their successful operation.

Seven railroads in Vermont cost \$40,824 per mile. Thirty railroads in New York cost \$49,963. The cost of the Oregon Central Railroad is only \$35,000, being \$5,824 per mile less than the cost of railroads in Vermont, and \$14,963 less than the cost of the railroads in New York. The roads in both of these States pay large dividends on the amount of their cost, and it is reasonable to expect that our road will eventually pay a large income, far more than is sufficient to meet the interest, while its value, when it shall become connected with the California road, and be a great national thoroughfare, connecting the North Pacific coast with San Francisco, and the Central Pacific Railroad, will be so increased as to insure that it will be able in a few years to pay off the debt and be the property of the stockholders. Its benefits to the country will be immediate, in increasing the value of property as well as the amount of business and population. There are many reasons why the people of Oregon should own this stock. One is that the possession of the majority of the stock carries with

it the control of the Road, and the people of Oregon should not permit the controlling interest of so important a work to pass into the hands of outside capitalists, who might fix an unreasonable tariff for the transportation of freight and passengers.

As another reason—the influence exerted by a live Oregon corporation would be favorable, both at home and abroad. At home, in regulating the location of stations and depots at suitable points, employing persons favorable to the best interests of Oregon, and in electing officers from among our own people to manage the affairs of the company. It would exert a favorable influence abroad to have it appear that this great road is owned and conducted by the people of the State.

The following item, taken from the New York Tribune, shows in one sentence the importance of railroads in enhancing the value of the States which built them. “Twelve counties in Missouri through which the main-line of Railway to the West runs, have increased their valuation more than \$135,000,000 since the roads were built. Ten counties without roads have fallen off since 1860.”

There are 5,000,000 of acres of excellent land in the Willamette, Umpqua, and Rogue River valleys, besides the region bordering on them, whose timber and mineral wealth are to be affected by the construction of the Oregon Central Railroad. These valleys and timbered and mining lands are capable of supporting a permanent population of two millions of souls, and the



effect of the construction of the road would be, within five years, to add over \$50,000,000, to the landed wealth of these three valleys, while incidentally it would introduce an era of progress that would in the same time double the value of every other material interest in this State.

The Willamette Valley alone contains 3,000,000 acres of rich agricultural land. It is larger than the State of Massachusetts, and capable of supporting a much larger population. The time will come when a million people will occupy it; when its valuable forests, coal fields, and rich mineral deposits, will be called into requisition, to add to our wealth, and make an enlarged industry profitable. Our streams will be lined with manufactories, and an enlarged commerce will make this Road a source of great wealth to Oregon in aiding to develop its resources. Favorable arrangements are made with capitalists at the East, but they demand that the people of Oregon shall themselves take an interest in the enterprise, and lend it a reasonable amount of aid; and as we have already mentioned, the contractors, A. J. Cook & Co., are willing to give every purchaser of stock a written guarantee to redeem the same in two years' time, if the holder thereof desires. The question will naturally arise in every mind: "Why do we get non-assessable stock issued to us by paying ten cents on the dollar?" that is to say, why do we receive a certificate that we have fully paid for a share of the common stock, calling on its face for one hundred dollars, by paying one-tenth of that sum? The answer

is very simple and plain. The Company has borrowed nine-tenths of the cost of the road at the East, and each share of the common stock, or the property of the Company which it represents, is therefore mortgaged for nine-tenths of its value. The stockholder therefore buys it subject to the mortgage, and there is only ten dollars due thereon, or in other words there is a credit of ninety dollars on each share, represented by the bonds the Company issues, and the stockholder purchases, knowing that the stock is pledged for 90 per cent. of its value, and for 7 per cent. interest per annum thereon.

### STATEMENT OF FACTS.

The Directors of the Oregon Central Railroad Company of Salem, incorporated April 22d, 1867, impelled by a desire to give correct information to all interested, which is due to the public, and also as an act of simple justice to themselves, and the enterprise they represent, proceed to notice for the first time, publicly, the misrepresentations that have been industriously circulated, by certain parties, to their prejudice, and to defeat that enterprise. This explanation and vindication requires of us a statement of facts, as to the organization of this corporation, the character and progress of our negotiations, and our present prospects; and it is necessary that we present plainly and briefly a statement of those obstacles thrown in our way by certain persons who were determined the great work we have in view should not proceed, if it did not obey their interested motives, and pay tribute to their mercenary views.

The Oregon Central Railroad Company was projected by a number of the present directors in the fall of 1866. Proposals from foreign capitalists, looking to the construction of a great trunk railway that should connect the waters of the Columbia with those of the Sacramento, were received by them, and the eminent names attached thereto induced the belief that such an enterprise was practicable, and that an Oregon corporation should be formed, with a view to consider such proposals as might be offered, and secure such aid from the general and State Governments, as would be necessary, and could be legitimately granted to aid so important an enterprise. Steps were taken to complete such an organization according to our State laws, not for the purpose of acceding to the proposal already made, but of making the best terms possible with foreign capitalists for the building of the Road. The gentlemen alluded to, feeling that the enterprise, when successful, should recognize and reward those who had been its earliest advocates, invited to their counsels an individual who had no personal claims upon them, but who, they thought, had devoted much time and effort to the consideration and advocacy of such an enterprise. They allowed him to draw up papers of incorporation, with the understanding that certain persons should compose the Company; they were assured by him, and the same assurance was made to the Legislature, that the articles of incorporation were completed, and properly filed October 6th, 1866, and they labored through the session of the Legislature, then being held, to secure a

recognition from the State that this Company, organized at that date, should be entitled to the land granted by Congress for the construction of such a Road, and should also receive substantial aid from the State. Such a recognition was made, and a bill was passed to grant the desired aid. Joseph Gaston, the individual referred to, who drew up the papers, and obtained the signatures thereto;—who had given assurances that they had been properly signed, and filed with the Secretary of State and County Clerk, according to the Incorporation law, failed to so legally complete such papers, or to so put them on file on the 6th of October, or at any time previous to the passage of the Resolution of the State Legislature, recognizing such Company as entitled to the land granted by the General Government, and the Act to otherwise aid the same, by the State of Oregon. Acting in good faith, the majority of the original incorporators had, according to law, designated two of the incorporators as empowered to open stock books for the Company. A meeting of Incorporators was held, at which J. Gaston was present, and he thereat presented a copy of the pretended Articles of Incorporation, which at that time—about the 7th of November—was still incomplete, as the signatures were not acknowledged. He learned then that a majority of the names thereon had designated persons to open books, and gave his assurance, that he would, as a Notary Public, immediately complete the certificates of acknowledgment, and place the same on file, as required by law. The next information that was had of Gaston's proceedings, was through pri-

vate sources, to the effect that he was combining with certain parties in the city of Portland to secure the control of the franchise, and divert it to the use and profit of a few persons, who bound themselves, in a compact, as to the manner in which they would use and dispose of the same to their mutual advantage. For this purpose Mr. Gaston procured additional signatures to the Articles of Incorporation, of persons who had no desire or intention to maintain a permanent connection with the enterprise, but who signed as a matter of accommodation to Gaston, and at the same time signed a paper designating him as the person to open stock books. He only ceased getting such signatures when a majority of the names signed had so designated him to receive subscription, so that he, and the persons who conspired with him, could easily go through a form of subscribing the stock, and so own and control the franchise, and turn the same to their own private uses. Private information of this conspiracy induced the persons whose interests were thus being betrayed, to execute and file, on the 17th day of November, 1866, Articles of Incorporation in the name of the Oregon Central Railroad Company, by which means the efforts to subvert their interests were foiled, for these being the first Articles of that name on file, had the prior claim to the name, and to any rights and privileges pertaining thereto. Mr. Gaston filed his papers, signed by 18 persons, on the 21st, and all but the last three names on the same were acknowledged before him as Notary Public, and on that account were void and illegal, because he was not, at



the time of making the certificate, a Notary Public, his commission having expired, and therefore his certificate of acknowledgment was null and void.

In the Spring of 1867, S. G. Elliott and T. R. Brooks visited Oregon, to arrange with an Oregon corporation to construct a railroad of 150 miles, from Portland, south through the Willamette Valley. With a full knowledge of all the facts in the case, the Articles of Incorporation, filed Nov. 17, were abandoned, because they were not deemed sufficient for the purposes of the enterprise in view, and in preference to amending them, it was deemed advisable to execute and file new Articles, that should exactly express the objects the Company had in view. New Articles were filed April 22d, 1867, and *and* soon afterwards the Company entered into a contract with Mr. Elliot, as attorney for A. J. Cook, to construct 150 miles of road from Portland south, for \$35,000 per mile, to be fully equipped for operation. The same name was adopted, inasmuch as we thought the title appropriate, and believed that the papers acknowledged before, and filed by Gaston, were null and void. (And it seemed to us, that being the projectors of the enterprise then already publicly known as the Oregon Central Railroad Company, we were justly entitled to it).

The origin of this enterprise dates back to the year of 1863, when S. G. Elliott, a Civil Engineer, organized an engineering corps in the interest of a California corporation, which intended to construct a road from Marysville north, to the Oregon line. After reaching



Oregon, having a good corps of engineers at work, and a full set of instruments, Elliott concluded to continue the survey into the Willamette Valley. It was owing to the energy and enterprise of Mr. Elliott that the original survey was made, and Mr. Gaston owed it entirely to him that he (Gaston) was then known in connection with it, and he also owes it to Mr. Elliott's influence that we requested him,—though with a reluctance after events justified—to take part in the incorporation and formation of the Oregon Central Railroad Company. Mr. Elliott was fully satisfied, from the information gained in his survey, that the project of constructing a railroad from the Sacramento to the Columbia could be accomplished, and from that day to this, for five years, he has directed his efforts to secure its construction. As Chief Engineer of the California and Oregon Railroad Company of San Francisco, he has been employed in negotiations at the East, where he has had several pamphlets published and circulated, giving information of the resources of our country, and of the value of the railroad enterprise in question. During that time he has spared no efforts to interest capital in this scheme. It was due mainly to his earnest efforts, that, against the determined opposition of interested parties, Congress passed the Act granting 12,800 acres per mile of public lands to aid the enterprise, and when he came to Oregon in April, 1867, he felt sanguine that he had obtained such financial aid as would secure its success, and sought to carry it on in connection with an Oregon incorporation, which

should command the confidence of Eastern capitalists, as a safe vehicle for them to operate through and with.

It was plainly understood, then, that a certain amount of aid must be derived from the people of Oregon, and the Company was urged to immediately canvass the State to secure it. But we were confident that the great advantages to result would secure a reasonable amount of help at home, and therefore have ever declined to make any appeal to the public until they could see the work commenced in earnest, and so not lay ourselves liable to any just assaults, or charges that we were either unjustifiably asking aid, or giving the people cause to entertain expectations that might not be fulfilled. Mr. Elliott returned East to complete his negotiations, having matured his plan of action with the Company here. Our transactions were soon embarrassed by a suit commenced and prosecuted by Gaston, asking an injunction against our use of the Company's name. He having in the mean time made a change of base, and induced people west of the river to believe he could insure the completion of a road from Portland south, on the west side of the valley, and that we were wrongly and feloniously using their name and franchise. This suit was decided in our favor, Judge Boise ruling that there was no conflict of name shown, as the Companies were organized in different years, and one was located at Salem, and the other at Portland; nor did they show that our Company made any claim to their franchise, or rights and privileges. These legal proceedings caused a suspension of operations at home, and

deferred the commencement of the work. In the mean time Mr. Gaston was no less busy endeavoring to injure the progress of our negotiations at the East by writing letters addressed to every prominent man he thought we could negotiate with, and finally by sending printed circulars to all the principal cities, and through the financial circles, signed by himself as President of the O. C. R. R. Company, which acts would lay him liable, as a common slanderer and defamer, to be mulct in damages, if he was in any sense personally responsible for his words and acts. We give the following extracts from a letter, written by him, to the editors of the *Railroad Journal*, a copy of which was returned to us by a friend, to whom it was shown. After modestly claiming that by his individual efforts he had secured legislation for the payment of interest on a million dollars of bonds, in the following language: "I, at that time went before the last session of our Legislature, and secured from the Legislature, &c.," and failing to state that the grant of land by Congress was secured by the efforts of Mr. Elliott, he says:

"This grant of course made our franchise worth something, so much so that black mailers were tempted to incorporate another Company."

After detailing the operations of our Company in making a contract with A. J. Cook & Co., (Pencil notation on margin as follows: "afterwards proved to be a fictitious concern") he made the following statement, which was entirely false: ,

“The operators have printed several million dollars of bonds, and actually signed and sent on about \$500,000 in their bonds to New York.”

In that letter he misstated the position of leading men towards the Company, and the objects of our Company; the character of prominent members of the Company were libelled, the facts throughout were falsified, and he winds up with asking the publication of a notice warning “Bankers, brokers and investors” against any investment in the bonds of the Oregon Central Railroad Company of Salem, Oregon.

Persistent and unmitigated falsehood had the effect to delay and embarrass Mr. Elliotts’ plans, until information could be had as to the character and intention of their author, for the persons to whom he (Gaston) referred the public, immediately denied any knowledge of the statements they were to corroborate.

A circular issued from Portland, January 1st, 1868, signed by J. Gaston, President, and W. C. Whitson, Secretary, O. C. R. R. Co.,—unauthorized, as we are informed, by either Mr. Whitson or the Board of Directors,—was extensively circulated, which denounced our Company as swindlers, and referred all interested to Messrs. A. E. & C. E. Tilton, N. Y., for corroboration, but these gentlemen, and Mr. W. S. Ladd, their partner in Portland, deny having any disposition to corroborate such statements, or even having authorized the use of their names in such a manner. In a private note which accompanied one of these circulars, he adds:

“No stone will be left unturned, either in the courts or in the next Legislature, to compel these arrogant, franchise stealing gentlemen, to observe the rules of common honesty and decency.”

It is will enough, in this connection, to state that a large proportion of the gentlemen who were to constitute the original incorporators of the Company, in fact all those who were expected to take part in its permanent organization, with one exception,—Gen. Palmer, who expresses himself friendly to our enterprise—are now members of our Company, and harmoniously working for its success, while not a single one of those who took part in it at the time, and adopted the name Oregon Central Railroad Co., is now connected with Gaston in his enterprise and in his claim that we are usurping both the name and the franchise of their corporation. Those who are connected with him are probably unaware of the frauds that have been practiced by him on his early associates.

The charge has been extensively circulated that we are seeking to defraud the West side of the river of a valuable franchise—of State and Government aid—in answer to which we have only to say, that we recognize that the Act of Congress granting lands, and the Act of the last Legislature of Oregon, are both inoperative, from the fact that the terms and stipulations of those Acts have not been, and cannot be, complied with. Any aid to be granted railroad enterprises in Oregon must be re-enacted by both the State and General Government, and we have no hesitation in affirming that we



claim no grants, privileges, or rights for our Company, we do not desire also extended to the West side of the valley. Our Company has never entertained or expressed any hostility to the West side road, or deemed its progress an obstacle in our pathway, but on the contrary, we have often expressed to members of the West Side Company a desire to harmonize our interests, and work to mutual advantage. But this harmony would not suit Joseph Gaston, though but for his misrepresentation we believe it could easily be effected, and but for him both enterprises would now be further advanced than they are.

A committee has been appointed to consider and report upon the branch roads necessary to connect the main route with all parts of the Willamette Valley; the contractors having made proposals to construct such roads at a very reasonable sum. Some of these proposed roads are laid down and described on the map of the Company, generally circulated, and whatever road may be built on the West side we intend to construct branches to bring the Oregon Central into connection with every valuable district of the valley, and interest every county in our success.

There are at the present time two law suits pending. One commenced by Gaston last fall, to invalidate our Corporation, and the other, in self defence, lately commenced, to test the legality of the Gaston Company, which, if it goes to trial, will draw out fully the particulars of proceedings we have here briefly alluded to, and will, we have no doubt, prove the frauds we have



intimated. The possession of the name we deem of no vital consequence, save as we have already made large contracts under it, and have recently issued bonds bearing the title. Our Company is known under it in financial circles East. It has already a standing and importance, gained by purchase and shipment of large quantities of material, and the employment of laborers in the process of its operations. Therefore, as the Courts have decided our right to use the name, we shall not resign it, and the inconvenience of its use, if any exists, will only affect the Company that comes later into the financial field and claims it, when we are already successfully operating it. Besides, we respectfully suggest that the name O. C. R. R. Co. is a misnomer for the Company of which Mr. Gaston is now president. They have ordained irrevocably in their organization that their road shall never cross to the East side of the river. How can such a road be called Central? Any suitable change in their name would occasion them little or no inconvenience, or expense; and as we have already shown, we are fully entitled to the name, on the score of priority.

The people of Oregon will, bear in mind that we have not heretofore called on them for a dollar. Every incidental expense we have borne ourselves. The people have met no portion of the preliminary expenses, and they can now see for themselves that the work progresses. We deemed this policy preferable to collecting money and levying assessments before any satisfactory proof was given that the work would be done.

We expect you to aid us to the amount we have promised to raise, for your own benefit, but it is our design—in the future as in the past—to protect your interest, and preserve our own good name, by every reasonable guarantee. If we had entered upon this work with any design of speculating upon the public credulity, and deriving a profit from the general anxiety for a railroad, we could, in imitation of others, have got subscriptions to stock, and levied assessments, and so have derived means for payment of salaries and incidental expenses, but we determined to remain clean-handed, and deserve public confidence and respect by disinterested action. We considered ourselves the custodians of a great enterprise, in which all Oregon is interested, and we are, and ever shall be, ready and willing to render an account of our doings and progress, and consult the best interests of the State and the public, while the charge of this great enterprise remains in our hands.

# GOVERNMENT'S EXHIBIT 105

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## STATEMENT OF FACTS

RELATIVE TO THE  
INCORPORATION AND ORGANIZATION  
OF THE  
OREGON CENTRAL RAILROAD CO.  
OF  
SALEM, OREGON

INCORPORATED, APRIL 22, A. D. 1867

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And reasons why such company is entitled to the benefit of the land grant given by Congress in aid of a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River Valleys, to the Central Pacific Road, in California, passed July 25th, 1866, and also why no other company has any legal or equitable right thereto.

—oOo—

Portland, Oregon;  
Carter & Himes, Book and Job Printers,  
1868.

THE OREGON CENTRAL RAILROAD  
COMPANY,  
of  
SALEM, OREGON.

IS IT ENTITLED TO THE CONGRES-  
SIONAL LAND GRANT OF  
JULY 25th, 1866.



The Oregon Central Railroad Company—a corporation incorporated and organized under the laws of the State of Oregon, at Salem, Oregon—claiming, as it is, to be entitled to the control and management of the land grant given in aid of a railroad and telegraph line in Oregon, by virtue of being designated as such corporation by joint resolution adopted by the Legislature of the State of Oregon, in October, 1868; and another corporation having also made claim to such land grant, we, the undersigned, Directors of such corporation, deem it but just, and proper, both to the Departments at Washington and the people of the State of Oregon, to make a statement of facts relative to the incorporation and organization of the two companies, and give the reasons why the claim of the company we represent is valid; and also why the claim of the other is without even the slightest foundation of right.

And before proceeding to such statement, and reasons why, let us have a clear and distinct understand-

ing as to the nature of the grant, and also as to the steps necessary to be taken, in order that any corporation can legitimately make claim thereto.

The grant consisted of 12,800 acres of land per mile, to aid in the construction of a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River valleys, to connect with the Central Pacific Railroad in California; the land to be taken by alternate sections, on either side of the line of the road, within a certain distance. The evident object of the grant, therefore, was, not merely to aid in the construction of a short line, or side road, in Oregon, but the purpose clearly was to aid in the construction of a grand central road, running centrally through Oregon, and on through the whole of Northern California, to the Central Pacific; thus constituting a mighty arm in that grand system of railways now spanning the continent.

At the date of the passage of this act by Congress (July 25, 1866,) there was a corporation already in existence in the State of California, organized under the general incorporation law of that State, in anticipation of the passage of this act by Congress, and for the purpose of receiving the grant, so far as it related to that State. This was the "California and Oregon Railroad Company;" and, consequently, the name of this company was inserted in the act of Congress, and it was by the terms of such act designated as the corporation to take the grant of lands, so far as they lay in the State of California. (See sections 1st and 2d

of such acts, pages 245-6 of Session Laws of Congress, first session 39 Cong.)

In Oregon, however, there was not at the date of the passage of this act any company in existence to take the grant; consequently, the Congress, instead of designating by name a company to take and manage the grant in Oregon, provided that the grant, so far as it related to this State, should go "to such company organized under the laws of Oregon as the Legislature of said State shall hereafter designate." (See section first of such act.)

It is very evident, therefore, from the language used, that before the Legislature could designate any company, such company must be organized, or at least in existence, by having done those acts essential to corporate, being "under the laws of Oregon," as the Legislature could not designate a company not in esse at the time of such attempted designation, or in any manner clothe with power an unborn corporation any more than a person in being could make a grant to an unborn child that would be effectual. The very most that could possibly be claimed in favor of such a proposition in the absence of any requirement in the act of Congress to the contrary, would be this, that the Legislature might possible (and we even deny this power), by using language relating to the future, grant certain rights or privileges to a company to be organized in the future, but in such case their language would necessarily relate to the future, and be conditioned upon such contemplated organization. A designation in the



present tense, as was attempted in the joint resolution of 1866, hereinafter referred to, pre-supposes that the company designated is already in existence, for a present designation of a company not in existence is a legislative impossibility and a futile act. In such a case the designation is fictitious, and it must be presumed that the Legislature was either mistaken or imposed upon by others.

Having said this much in relation to the nature of the grant, and the acts necessary to be done before the Legislature could possibly designate any company to receive it, we will ask the question:

By what authority do the two companies referred to, claim that they are entitled to the grant? Neither of them was designated or named in the act of Congress as the one that should receive it. Both admit that before either can rightfully claim it, it must be designated by the Legislature of Oregon as the one to which it shall go. And, therefore, both companies are now claiming that they have been so designated. The company we represent claim that they were legally designated by the joint resolution of the Legislature of October 20th, A. D. 1868, and that there never was any legal designation prior to that date; while the company known as the Gaston or West-Side Company, claim that they were legally designated by the Legislature of 1866, by joint resolution of that body, of date October 10th, A. D. 1866, and they claim that by virtue of that designation, they acquired vested rights which cannot be taken away by the action of any subsequent Legislature.

Now, we freely admit that if the Gaston or West-Side corporation was organized, or in being at the date of the adoption of the joint resolution of October 10th, A. D. 1866, and such resolution referred to such corporation, then in existence, that then the claim of that company, as to vested rights, might be good; provided, it was free from fraud; and, provided further, such company had adopted a route in accordance with the requirements of the act of Congress, which they did not, as we *we* shall subsequently show. But here, at this point, is a prominent, stubborn, insurmountable fact, established and confirmed by the Record, that at once deprives this West-Side Company of the benefit of any such claim; and that is this, which we assert without fear of successful contradiction:—

There was not at the date of the passage of the joint resolution of October 10th, A. D. 1866, any “Oregon Central Railroad Company” in existence, or incorporated, in the State of Oregon, much less was there any such company then organized; nor was there any such company in existence at any time during the whole session of that Legislature.

Now, we shall insist, if we make this proposition good by proofs, that we at once dispose of every claim legal and equitable, which the West-Side Company make to the grant in question.

Before proceeding to the proof of this proposition, let us premise by a clear statement of the acts necessary to be done under the laws of Oregon, in order to create

a corporation. For this purpose we quote from the general incorporation law of Oregon, as follows: .

“Sec. 1. Whenever three or more persons shall desire to incorporate themselves for the purpose of engaging in any lawful enterprise, business, pursuit, or occupation, they may do so in the manner provided in this act.”

“Sec. 2. Such persons shall make and subscribe written articles of incorporation in triplicate, and acknowledge the same before any officer authorized to take the acknowledgment of a deed, and file one of such articles in the office of the Secretary of State, another with the Clerk of the county where the enterprise, business, pursuit or occupation is proposed to be carried on, or the principal office or place of business is proposed to be located, and retain the third in the possession of the corporation.”

Section 5 of the same act is in these words: “Upon the making and filing of the articles of incorporation, as herein provided, the persons subscribing the same are corporators, and authorized to carry into effect the object specified in the articles, in the manner provided in this act; and they and their successors, associates and assigns, by the name assumed in such articles, shall thereafter be deemed a body corporate, with power,” etc.

Now, it is clear that no corporation can, under the laws of Oregon, be created, or have a being until they have complied with the requirements of the foregoing

sections. That is, the persons wishing to incorporate must "first make and subscribe articles in triplicate." They "must acknowledge them before some officer authorized to take the acknowledgment of the deed." But even this is not enough, for they must file these articles, "one in the office of the Secretary of State, another with the Clerk of the county where the enterprise, business, pursuit or occupation is proposed to be carried on," or where "the principal office or place of business is proposed to be located," and retain the third in possession of the corporation. When all these things are done, and not before, they, in the language of section 5 of such act, "shall thereafter be deemed a body corporate, with power," etc.

What are the facts with reference to the Gaston or West-Side Company? When did they file their articles of incorporation? Was it before or after the adoption of the joint resolution of October 10th, 1866, designating the "Oregon Central Railroad Company" as the one to receive the grant? If before, and they before that date had organized by the election of a Board of Directors, then in case there had been no fraud, and they had complied with the act of Congress in establishing the line of their road, we are ready to concede their right to the grant; if not until after, then we deny their right in toto, even if there had been no fraud.

Upon this subject let the record speak for itself, showing as it does that their articles were not filed either in the office of the Secretary of State or in the office of the County Clerk of Multnomah county, until over

one month after the Legislature of 1866 had adjourned.

The following is a certified copy of the articles of incorporation of the Gaston or West-Side Company, as certified by the Secretary of State, under the great seal:

### COPY.

Know all men by these presents, that we, the undersigned, citizens of the State of Oregon, do hereby associate ourselves together as a private Incorporation, under, and by virtue of the General Incorporation Law of said State.

1st. The corporation hereby created shall be known as the "Oregon Central Railroad Company," and its duration unlimited.

2d. The object and business of the corporation shall be, to construct and operate a railroad from the city of Portland through the Willamette valley to the southern boundary of the State, under the laws of Oregon, and the law of Congress recently passed, granting land and aid for such purpose.

3d. The corporation shall have its principal office in the city of Portland.

4th. The capital stock of said corporation shall be five million dollars, divided into general and preferred interest bearing stock, in such proportions as the Incorporators or Board of Directors may deem proper.

5th. The amount of each share of the capital stock shall be one hundred dollars.

6th. The termini of the railroad proposed to be constructed by said company, shall be, for the northern end, at the city of Portland, and for the southern end, at some point on or near the southern boundary of the State, as may be hereafter determined by actual survey.

In witness whereof we have set our hands and seals this . . . . day of September, A. D. 1866. (5 cts. Rev. Stamp.)

J. S. SMITH,	(SEAL)
I. R. MOORES,	(SEAL)
J. H. MITCHELL,	(SEAL)
E. D. SHATTUCK,	(SEAL)
F. A. CHENOWETH,	(SEAL)
JESSE APPLGATE,	(SEAL)
JOEL PALMER,	(SEAL)
H. W. CORBETT,	(SEAL)
M. M. MELVIN,	(SEAL)
GEO. L. WOODS,	(SEAL)
R. R. THOMPSON,	(SEAL)
J. C. AINSWORTH,	(SEAL)
C. H. LEWIS,	(SEAL)
S. G. REED,	(SEAL)
JOHN McCRAKEN,	(SEAL)
B. F. BROWN,	(SEAL)
T. H. COX,	(SEAL)
J. GASTON,	(SEAL)

STATE OF OREGON,	)
	) ss.
MARION COUNTY.	)

Be it known that the persons whose names are at-



tached to the foregoing articles of incorporation, appeared before me, a Notary Public, for and within said county and State, respectively, at the times and places herein named, to-wit: J. S. Smith, I. R. Moores, J. H. Mitchell, E. D. Shattuck, Jesse Applegate, F. A. Chenoweth, Joel Palmer and H. W. Corbett, at Salem, in said State, on or about the 29th day of September, 1866, and M. M. Melvin, at Salem, on or about October 23d, 1866, and Geo. L. Woods, at Salem, on or about November 10th, 1866, and R. R. Thompson, J. C. Ainsworth, S. G. Reed, John McCracken and C. H. Lewis, at Portland, Oregon, on the 16th day of November, 1866, and they, the said several subscribing persons to the aforesaid articles of incorporation, did then and there, at the several times set forth in this certificate, sign and seal said articles before me and in my presence, and acknowledged the said signing and sealing to be their voluntary act and deed, for the purposes set forth in said articles.

In witness whereof I have here set my signature as said Notary Public, and attached my official seal this 16th day of November, 1866. (5 cts. Rev. Stamp).

(Notarial Seal)

J. GASTON,

Notary Public.

STATE OF OREGON,                    )  
  ) ss.  
COUNTY OF MARION,            )

On this, the 20th day of November, A. D. 1866, before me, a Notary Public, in and for said county, per-

Witness my hand and seal of office this, the 20th day  
of November, A. D. 1866.

Filed in the office of the Secretary of State, this 21st day of November, A. D. 1866, at 10-1/2 o'clock A. M.

I certify the foregoing to be a true copy.

From this record it will be seen that these articles were filed in the office of the Secretary of State on the 21st day of November, 1866, and in the County Clerk's office of Multnomah County on the 23d day of November, 1866, as shown by the following certificate of the Clerk:

OFFICE OF COUNTY CLERK )  
OF MULTNOMAH COUNTY, OREGON. )

STATE OF OREGON,                 )  
County of Multnomah.         ) ss.

To all whom these presents may come greeting: I,

Benj. L. Norden, County Clerk of the county of Multnomah, State of Oregon, do hereby certify that the articles of Incorporation of the Oregon Central Railroad Company, of Portland, Oregon, were filed in this office on the 23d day of November, A. D. 1866.

Witness my hand and seal of office, attached this 20th day of November, A. D. 1868.

(Seal)      (5 cts. Rev. Stamp)      B. L. NORDEN

County Clerk Multnomah County, Oregon.

Where, then, we ask, is the right of the West-Side Company to the land grant, when they did not have an existence, either in corporate capacity or as an organized company, until over five weeks after the adoption of the joint resolution of October 10th, 1866, from which alone they make claim.

But not only so—these articles of incorporation are so infected with fraud, that it would be useless to dispute the proposition when viewed in the light of the facts in the case, and the circumstances connected with their existence.

Let us look to these facts and circumstances.

On or about the 29th day of September, A. D. 1866, the following named gentlemen, whose names appear as part of the corporators in the West-Side Company, conceived the idea of associating themselves together as a corporation under the name of the "Oregon Central Railroad Company." The purpose being to construct a railroad and telegraph line in accordance with the act

of Congress of July 25th, 1866; and with the intention also of going before the Legislature of Oregon, then in session, and receiving the designation, as in the act of Congress required. In pursuance of this agreement, the present articles of the West-Side Company were drawn up, all except the certificates of acknowledgment, and were signed in triplicate by the corporators before referred to, namely: J. S. Smith, I. R. Moores, H. W. Corbett, J. H. Mitchell, E. D. Shattuck, Jesse Applegate, F. A. Chenoweth, and Joel Palmer—eight in all. These articles, when so signed, were given to J. Gaston, the present President of the West-Side Company, who was then, to-wit—September 29th, 1866—a Notary Public, for the purpose of having him take the acknowledgments, and attach his certificate of acknowledgment to the same and file them as required by law, in order to create the corporation existence. All this Gaston, as such Notary Public, agreed to do, and took such articles in his possession, and soon afterwards stated to several of the before named corporators that he had filed them as required by law, and the aforesaid corporators believed they were so filed. After this, and about the 10th of October, 1866, this man Gaston went before the House Committee on Railroads of the Legislature and falsely represented that a corporation had been duly incorporated and organized under the name of the “Oregon Central Railroad Company,” by the hereinbefore named gentlemen as corporators; and the said corporators, also, relying upon the statements of Gaston, that he had attached his certificate of acknowl-

edgment to, and filed the said articles, and believing, as they did, that the same had been done, represented to the said Legislature that they were so incorporated, and asked of such Legislature to be designated as the corporation to receive the land grant.

In pursuance of such representations, and relying on the same as true, the House Committee on Railroads, on the . . . . of October, 1866, made a lengthy report to that body on the subject of railroads generally, wherein they referred also specifically to the land grant and to a corporation, which it is evident they supposed to be in existence at the time, composed of the persons before named. In this report the committee use this language, under the head of "The Oregon Central Railroad:"

"We come now to consider a definite proposition. "Through the efforts of a few of our citizens, acting in "conjunction with some railroad capitalists of California, and aided by the Pacific coast delegation in Congress, a grant of twenty sections of public land per "mile has been secured from Congress to aid in constructing a line of railroad from Portland, Oregon, "to the Central Pacific Railroad in California. It is "made the duty of this Legislature to designate the "company which shall receive and manage so much of "this land grant as lies within the State of Oregon. "In view of these facts, the following named gentlemen "have incorporated themselves under the general incorporation law of this State, to-wit: J. S. Smith, I. R. "Moores, J. H. Mitchell, E. D. Shattuck, Jesse Apple-

“gate, Edward R. Geary, S. Ellsworth and H. W. Corbett, under the name and style of “The Oregon Central Railroad Company,” for the purpose of receiving the “said grant of land and using it, so far as it may go “towards the construction of the proposed railroad, passing through the Willamette, Umpqua and Rogue River “valleys.”

(See House Journal of Session 1866, of Oregon Legislature, page 256).

It will be observed from this report, and a comparison of it with the articles of the West-Side Company, that by the one, the report, the company was supposed, by the committee, to consist of eight corporators, and those eight the same persons who had originally signed such articles, and who supposed they were incorporated, with the exception that the name of E. R. Geary was substituted for that of F. A. Chenoweth; and that of S. Ellsworth for the name of Joel Palmer; whereas the present articles show the same to have been incorporated by eighteen corporators, instead of eight. How then did all this occur? We answer by a most palpable and unpardonable fraud, practiced by J. Gaston and others, who afterwards, together with him, surreptitiously and without the knowledge or consent of the original corporators, save and accept, perhaps, that of one or two of them, signed said articles of incorporation, as additional corporators, and for the purpose of entering into a secret fraudulent agreement to secure the control and management of its organization, and for the purpose of directing the route of the road to the west side of



the river from the central course intended by the original corporators, and which is required by the act of Congress; and which secret and fraudulent arrangement they did enter into, and are still attempting to carry out. And the Legislature, being thus imposed upon, as herein stated, adopted the following joint resolution, under which the West-Side Company claims title to the land grant:

### HOUSE JOINT RESOLUTION NO. 1.

Relating to the Railroad Land Grant from the Central Pacific Railroad in California, to Portland, Oregon.

WHEREAS, The Congress of the United States at its last session passed an act granting land to aid in the construction of a railroad and telegraph from the Central Pacific Railroad in California, to Portland, Oregon, and made it the duty of the Legislative Assembly, of the State of Oregon, to designate the company organized under the laws of Oregon, which shall receive that part of said land grant lying within the State of Oregon; therefore,

Be it Resolved by the House, the Senate concurring, That the "Oregon Central Railroad Company"—a company organized under the general incorporation law of Oregon—be, and the same is hereby designated as the company which shall be entitled to receive the land granted, and all the benefits of an act of Congress, approved July 25th, 1866, entitled "An act granting land to aid in the construction of a railroad and telegraph, from the Central Pacific Railroad in California,

to Portland, Oregon," so far as said land grant applies to the State of Oregon.

Adopted by the House and Senate, October 10th, 1866.

I certify the foregoing to be a true copy of the resolution passed that date.

SAMUEL E. MAY,  
Secretary of State.

This man Gaston, instead of attaching his certificate to said articles, as he had promised and agreed to do, and as it was his duty as such officer of Notary Public to do, and instead of filing the same in the office of Secretary of State, as he agreed to do, put said articles in his pocket, doing neither, and retained them there until three days after the adjournment of the Legislature (it adjourned October 20th, 1866), to-wit: October 23d, when, without the knowledge or consent of the original eight corporators, except, perhaps, one or two of them, he solicited and obtained the signatures of the following named persons as additional corporators to such articles, and at the date and places hereinafter stated, as shown by the certificate of Gaston's attached to such articles, to-wit: M. M. Melvin, at Salem, on the 23d of October; Geo. L. Woods, at Salem, on November 10th; R. R. Thompson, J. C. Ainsworth, S. G. Reed, John McCracken and C. H. Lewis, at Portland, on November 16th; and B. F. Brown and Thos. H. Cox, at Salem, on November 20th; and to cap the climax of base infidelity to his trust, J. Gaston, on the

COPIES OF AFFIDAVITS OF T. H. COX AND  
B. F. BROWN.

STATE OF OREGON,           )  
MARION COUNTY.         ) ss.

We, Thomas H. Cox and B. F. Brown, being duly sworn, severally depose and say, that on or about the 20th day of November, A. D. 1866, Joseph Gaston requested us to sign articles of incorporation of "The Oregon Central Railroad Company," assuring us that several names more were needed to properly complete and organize said company; that with the view of assist-

ing to complete said incorporation, we did sign the same, and also a paper appointing said Gaston general canvassing agent for the company, with a salary; that we have taken no part in the said company otherwise than as above. The foregoing statement is to the best of our knowledge and belief.

T. H. COX.

B. F. BROWN.

STATE OF OREGON,           )  
MARION COUNTY.        ) ss.

Subscribed and sworn to before me, by said T. H. Cox and B. F. Brown, the 12th day of November, A. D. 1868. Witness my hand and seal.

(Notarial Seal)       SAML. A. CLARKE,  
Notary Public.

It is well, also here, to remark that the commission of J. Gaston, as Notary Public, expired on the 10th day of October, 1866, and he then ceased to be such Notary Public; and from that date, at no time until November 20th, was he a Notary Public, or authorized to take the acknowledgment of deeds, or of articles of incorporation, or to use a Notarial seal. Upon this point, we will permit the Record to speak for itself:

CERTIFICATE OF SAMUEL E. MAY, SECRETARY OF STATE.

STATE OF OREGON,           )  
DEPARTMENT OF STATE,    )  
November 10th, 1868.       )

I, Samuel E. May, Secretary of State for the State of Oregon, do hereby certify that the commission of Joseph Gaston, as a Notary Public for Marion County, State of Oregon, expired on the 10th day of October, A. D. 1866, at which time he ceased to be such Notary; and that at no time after the said 10th October, 1866, during the remainder of the month of October, 1866, and until the 20th day of November, 1866, was he, the said Joseph Gaston, in commission as a Notary Public for said State, or authorized to do business as such officer.

Witness my hand and the seal of said State, the day above written.

(SEAL OF STATE)      SAMUEL E. MAY,  
Secretary of State.

But the object of the refusal of Gaston to attach his certificate when he should have done it, and file the articles, will be still more clearly apparent when it is known that he—Gaston—on or about the 16th day of November, 1866, fraudulently confederated with (and they with him) five of the ten persons whose signatures he surreptitiously and fraudulently obtained to said articles after the adjournment of the Legislature, and for the purposes hereinbefore stated, entered into a written agreement with them, of which the following is a copy:

### SECRET, FRAUDULENT AGREEMENT.

“We, the undersigned, part of corporators in the Oregon Central Railroad Company, of Portland, Ore-

gon, for the purpose of controlling the organization and future management of the said corporation, and to make money and business thereby, do hereby bind ourselves together, in the following contract, as equal partners:

1st. Each person here subscribing shall own, have, and be entitled to receive one-sixth of all the profits, dividends, and moneys which can be made by and out of the ownership, contract and management of the said corporation, its franchises and other property.

2d. That each of the parties hereto shall always be entitled to a place in the Board of Directors.

3d. That the managing officers and agents shall always be selected from the parties hereto.

4th. That this contract and agreement *shall not be known to the public as are other partnerships*, (the italics are ours) and in no case shall any one or more of the parties hereto have any right or power to bind the other parties to this contract in any matter of indebtedness, or pecuniary liability, without their previous consent or subsequent ratification, and any attempt to do so shall forfeit the entire interest of said party in this contract to his other partners.

5th. *No assessments, charges, or expenses of any kind, shall ever be levied or collected by the Board of Directors, upon any of the stock held by any party hereto, nor upon any of the persons or interests herein named without the unanimous consent of all the parties hereto.* (Italics are ours).



6th. It is hereby agreed that one-half of the capital stock of said company—to wit: Two million five hundred thousand dollars, shall be subscribed by one or more of the parties hereto, upon the condition of this agreement, and a Board of Directors, elected, and each person to this contract shall have an equal interest in said stock, to be by him held and owned.

7th. That, as a consideration to the other stockholders in said company, to be public, and to said corporation, the parties hereto agree to do all in their power to develop the property of said corporation, and to go forward in the matter with as much speed and energy as the circumstances will allow.

Dated Salem, November 16th, A. D. 1866.”

Signed by J. Gaston and five others of the ten corporators who signed the articles of the West-Side Company, after the Legislature of 1866 had adjourned.

The foregoing agreement was read before the Senate of the State of Oregon at its late session, in September last, while the matter of the Congressional land grant was under consideration, and it was there proven to have been executed as herein stated, by the testimony of Judge F. A. Chenoweth, who testified that Gaston had admitted its execution as herein stated, when the same was read before a public meeting in Corvallis, in July last; and even Gaston himself, when the same was read before the Senate, did not attempt to deny it; besides, of the execution of this agreement, as herein stated, there is abundant other proof in existence, should the same be

disputed.

On the 17th day of November, 1866, two of the eight original corporators, residing at Salem, to-wit: J. S. Smith (Representative elect in Congress) and I. R. Moores—on discovering the fact, that the articles which they supposed had been duly filed, had never been placed upon record; and that there was no “Oregon Central Railroad Company” in existence; and that, therefore, the Legislature had been imposed upon, and their action was a nullity, immediately, in conjunction with E. N. Cooke, prepared, executed, and filed new articles of incorporation, in which articles they adopted the name of “The Oregon Central Railroad Company.” Their articles were duly filed, as required by law, on the 17th day of November, 1866, which was the first railroad corporation incorporated in the State of Oregon under that name; this being four days prior to the filing of the articles of the West-Side or Gaston Company.

The following is a true copy of such articles, as certified to from the record by Samuel E. May, Secretary of State:

### COPY.

## ARTICLES OF INCORPORATION OF THE OREGON CENTRAL RAILROAD COMPANY.

ARTICLE 1. J. S. Smith, I. R. Moores and E. N. Cooke, and their associates, successors and assigns, do hereby incorporate themselves under and by virtue of

an act of the Legislative Assembly of the State of Oregon, entitled "An act providing for private incorporations," approved October 14th, 1862.

**ART. 2.** The name of the incorporation, and by which it shall be known, is, the "Oregon Central Railroad Company," and its duration shall be perpetual.

**ART. 3.** The object of this incorporation, and the business in which it proposes to engage, is the construction of a railroad and telegraph from Portland, Oregon, to some point on the 42d parallel of latitude, on such line of route as the Company may hereafter designate, and also to use said railroad when made for the purpose of transporting freight and passengers between the said termini; and also to keep said railroad in repair, and to collect such tolls and fare for transportation over said road as this incorporation shall deem expedient.

**ART. 4.** The principal office of this incorporation shall be at the city of Salem, in the State of Oregon.

**ART. 5.** The amount of capital stock of this incorporation shall be five hundred thousand dollars.

**ART. 6.** The amount of each share of such capital stock shall be one hundred dollars.

In witness whereof we have hereunto set our hands this 17th day of November, 1866. (10 cts. Rev. Stamp).

Witnesses:

J. C. CARTWRIGHT,

M. N. CHAPMAN,

J. S. SMITH, (L. S.)

I. R. MOORES, (L. S.)

E. N. COOKE, (L. S.)

STATE OF OREGON, )  
 ) ss.  
COUNTY OF MARION, )

On this 17th day of November, A. D. 1866, before the undersigned, a County Clerk, in and for the county of Marion, State of Oregon, personally appeared the above mentioned J. S. Smith, I. R. Moores and E. N. Cooke, who are personally known to me to be the identical persons described in and who executed the within instrument, and acknowledged that they executed the same freely, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and the seal of the County Court of said county, the day and year first above written.

(COUNTY COURT SEAL) GEO. A. EDES,  
Clerk of Marion County.

By M. N. CHAPMAN, Deputy.

Filed in the office of the Secretary of State this 17th day of November, A. D. 1866, at 6-1/2 o'clock, P. M.

SAMUEL E. MAY,  
Secretary of State.

I certify the foregoing to be a true copy.

SAMUEL E. MAY,  
Secretary of State.

In this situation matters remained until in April,

1867, neither of said companies having up to that date, April 22d, 1867, had any stock subscribed, or organized, or attempted any organization. At that date, parties representing capitalists in California and the East, came to Oregon, being the same persons referred to in the report of the House Committee in 1866, before cited, and desired to enter into a contract for the construction of the road provided for by the act of Congress giving the land grant.

Upon examination it was found that the articles filed first, by Messrs. Smith, Moores and Cooke, did not fix the capital stock at an amount adequate to the contemplated enterprise; and, regarding the articles filed by Gaston as illegal, fraudulent and void, for the reasons hereinbefore referred to, it was thought best by corporators in said company, first incorporated, as well as by a majority of the eight persons who first signed, as hereinbefore stated, to merge said corporation in a new company, by filing new articles, that might be in all respects legal, and free from fraud, and with a capital stock adequate to the magnitude of the enterprise. Accordingly, on the 22d day of April, 1867, the following articles of incorporation were duly executed and filed, and under which the company we represent was duly organized, and under which it is now proceeding to construct its road in accordance with the act of Congress:

COPY OF ARTICLES OF INCORPORATION  
OF THE OREGON CENTRAL RAIL-  
ROAD COMPANY, OF SALEM, OGN.

(Fifteen Cents Revenue Stamp.)

Know all men by these presents, that we, J. H. Moores, Geo. L. Woods, S. Ellsworth, by Geo. L. Woods, his attorney, I. R. Moores, E. N. Cooke and J. S. Smith, by I. R. Moores, their attorney, and Samuel A. Clarke, have this day incorporated ourselves under and in accordance with the laws of Oregon, and we adopt the following as our articles of incorporation:

ARTICLE 1. This corporation shall be known as and do business under the name of the "Oregon Central Railroad Company."

ART. 2. The enterprise, occupation and business for which this company incorporates, is to construct a railroad, with all the necessary branches, fixtures, buildings and appurtenances, from Portland, in Oregon, southerly, about three hundred miles to the California line; to maintain the said road in good condition and repair, and to employ the same in the transportation of passengers and freight.

ART. 3. The principal office for the transaction of the business of the company shall be kept at Salem, Marion county, Oregon.

ART. 4. The capital stock of the Oregon Central Railroad Company shall be fixed at seven millions, two hundred and fifty thousand dollars (\$7,250,000).



ART. 6. The period of time during which the company shall remain in operation, is not limited as to duration.

JOHN H. MOORES,	(L.S.)
J. S. SMITH, by I. R. Moores, attorney,	(L.S.)
GEO. L. WOODS,	(L.S.)
E. N. COOKE, by I. R. Moores, attorney,	(L.S.)
S. ELLSWORTH by Geo. L. Woods, attorney	(L.S.)
I. R. MOORES,	(L.S.)
SAML. A. CLARKE,	(L.S.)

STATE OF OREGON,           )  
MARION COUNTY,         ) ss.

Be it remembered that on this, the 22d day of April, A. D. 1867, personally came before me, a Notary Public in and for said county and State, the within named J. H. Moores, Geo. L. Woods, I. R. Moores, for himself and also as attorney in fact for each of the following named persons: J. S. Smith and E. N. Cooke; and S. Ellsworth, by Geo. L. Woods, attorney, and S. A. Clarke, who severally acknowledged that they signed the within

and foregoing instrument in person, and as attorney, for the uses and purposes therein named.

In witness whereof I have hereunto set my hand and notarial seal, this the day and year above written.

(Notarial Seal)

C. S. WOODWORTH,

Notary Public.

Filed in the office of the Secretary of State, this 22d day of April, A. D. 1867.

I. R. MOORES,

Acting Secretary of State.

I certify the foregoing to be a true copy.

SAMUEL E. MAY,

Secretary of State.

Under these articles the capital stock was duly subscribed and taken in April, 1867, and in the same month "The Oregon Central Railroad Company," of Salem, Oregon, was duly organized by the election of a Board of Directors, and a contract was also entered into at that date with parties representing California and Eastern capital for the construction and equipment of the first one hundred and fifty miles of the road, which contract was subsequently transferred by the original contractors to Ben. Holladay & Co., who have agreed in writing, with this company, to perform the same in every particular, including, also, a second contract, subsequently entered into with the original contractors, for the construction and equipment of the balance of the road in Oregon, running through the Umpqua and Rogue River Valleys, to the California line, which latter contract has

also been transferred to Ben. Holladay & Co., and they have agreed in writing, with the Oregon Central Railroad Company, to perform the same in every particular. After all these things had taken place and when it was supposed by every person cognizant of the fact, that the West-Side or Gaston corporation had died from the poisonous fumes of the illegality and fraud in which it was conceived, and with which it was surrounded, Gaston in May, 1867, without the ability to pay any sum whatever—notoriously so—in pursuance of the fraudulent agreement hereinbefore cited, subscribed in his own name, and took to himself the whole of the one-half of the capital stock in this West-Side Company—the whole capital stock being five million dollars. He (Gaston) taking two millions five hundred thousand dollars. He then gets a few persons, enough for Directors, to subscribe a share each, and thus organizes the West-Side Company, by the election of himself and others Directors, and himself President.

Thus it was, that the obscure Notary Public, of Salem, Oregon, who was called upon simply to take the acknowledgments of eight persons to articles of incorporation, succeeded through a most palpable and unblushing fraud, in becoming the owner of the whole corporation; and thus holding in his own pocket the votes necessary to control a corporation with a nominal capital of five millions of dollars, he disposes portions of the other half of the capital stock to the unsuspecting farmers of Oregon, and for it receives their money, to be used in the construction of the road, on which the only work

that has yet been done has been confined to a distance of five miles, and the grading for that distance is not yet completed, while his two million five hundred thousand dollars of stock remain in his hands unassessable, and upon which he has never paid a cent, and upon which no assessment has ever been levied. These facts Joseph Gaston was himself compelled to reluctantly admit, as a witness before the Senate, of the State of Oregon, in the recent investigation of this matter before that honorable body.

It will be observed, therefore, that "The Oregon Central Railroad Company" proper, which we represent, was organized by the subscription of its stock, and the election of its Board of Directors, about one month prior to the organization of the Gaston or West-Side Company. The East-Side Company being organized in April, 1867, and the West-Side in May, 1867.

And upon this point we would attract special attention to the act of Congress, of July 25th, 1866, making this land grant, The grant was to go to a company, not merely incorporated under the laws of Oregon, but to "such company organized under the laws of Oregon, as the Legislature of said State shall hereafter designate." The terms "organized" and "organization" when used in reference to corporations, and especially under the general incorporation law of Oregon, have a technical, well defined meaning, and include the subscription of stock and the election of a Board of Directors. When, therefore, the Congress of the United States passed the act of July 25th, 1866, and provided that it should be

received and managed by "such company organized under the laws of Oregon, as the Legislature might hereafter designate," they intended that there should be more than a mere naked corporate existence, without a dollar of capital stock subscribed, and without any head whatever, save mere corporators, who, until they have subscribed for, or taken stock, are not responsible for a cent. They intended just what they said, that the company should be organized; that is, that one-half, at least, of the capital stock should be subscribed, which, under the law of Oregon, must be done before an organization can take place, and a Board of Directors elected; and that this should all be done before the Legislature proceeded to designate such company, in order that the Legislature might the better determine whether or not it was a bona fide company, and one composed of men to whom should be entrusted the management and control of a Congressional grant of lands, worth over five millions of dollars.

Under the general incorporation law of Oregon, a company may be duly incorporated by three or more persons, no one of whom resides within a thousand miles of Oregon, and no one of whom is worth a cent; whereas, a company to be organized, must have at least a majority of the Directors residents of the State, and one-half of the stock bona fide subscribed.

(See General Incorporation Law of Oregon.)

Did Congress, therefore, intend to give this grant to an irresponsible company, such as the former? or,

did they not rather intend that it should go to a bona fide, responsible company, such as the latter?

Admitting, therefore, for the time being the argument, and merely for the sake of the proposition, that although no company was organized at the time of the adoption of the joint resolution of October 10th, 1866, that it would have the effect of passing the grant to the company that might thereafter be first organized. Even then, the company we represent, being the first one organized after the adoption of that resolution, would be the company in which the grant would vest.

But suppose, for the argument, that the Legislature had the power to designate a company not in esse, and that the effect of such attempt would be to vest the grant in the company that might be thereafter incorporated; then, if such a thing were at all possible, it most certainly would vest in that company that was first incorporated under the name designated by the Legislature. And in this view, the grant, in this instance, could not possibly vest in the West-Side Company, for the reason that the company composed of J. S. Smith, I. R. Moores, and E. N. Cooke, was duly incorporated under the laws of Oregon, assuming, as they did, the name designated by the Legislature—the “Oregon Central Railroad Company”—on the 17th day of November, 1866, four days prior to the incorporation of the West-Side Company. And it would be no answer to say, that such corporation lapsed for want of organization, for in that event the grant would fail with the company in which it vested, and the designation would fail.



But we deny that the action of the Legislature of 1866, had any vitality whatever; it was a mere mullity, in every sense of the word; a legislative hydatid, super-induced by imposition and fraud, that fell still-born upon the statute book.

And to this conclusion, also, did the managers of the Gaston Company come, as we will show from their own Record. When a person has a deed for the land on which he lives, from the former legal owner, he is not very likely to apply for a second one. So in this case. If the West-Side Company had the land grant by virtue of the action of the Legislature of 1866, then, why, we would inquire, did they seek to obtain a designation from the Legislature of 1868? The truth is, that Company knew full well that they had no corporate existence, much less an organization, at any time while the Legislature of 1866 were in session; and that they had no claim whatever to the Congressional grant, by virtue of any former action of the Legislature; and for proof of these statements, we refer to Joint Resolution No. 14, introduced at the late session of the Legislature, October 7th, 1868, by Doctor J. R. Bayley, Senator from Benton county, the champion of the Gaston Road in the late investigation in the Oregon Senate, which resolution had for its purpose the designation of the Gaston or West-Side Company.

See Senate Journal, Session 1868.

Herewith we give the full action of the Senate upon such resolution, as certified from such journal:

Mr. Bayley moved,

That the resolution be adopted,

Mr. Hendershott moved,

That the resolution be made the special order for Friday, at 11 o'clock.

Which motion was lost.

Mr. Cochran moved,

To refer to Committee on Railroads.

Which motion was lost.

Mr. Hendershott offered

S. R. No. 14.

Resolved, by the Senate, That the Secretary of State be requested to furnish to this body, as soon as possible, copies of all entries, filings of papers, etc., of the Oregon Central Railroad Company on file in his office.

Mr. Adams moved to amend by striking out all after the words "Secretary of State," and inserting in lieu thereof the following: "Be respectfully requested to immediately bring before this Senate the original papers purporting to be articles of incorporation of 'The Oregon Central Railroad Company,' or companies, and memoranda of filings thereof."

Mr. Hendershott accepted the amendment.

The resolution as amended was then adopted.

The Secretary of State then appeared, in compliance with the resolution, and read the papers called for

therein.

Mr. Hendershott offered the following resolution:

S. R. No. 15.

Resolved, by the Senate, That one attorney representing the East-Side, and one representing the West-Side Railroad Company, be permitted to make a statement of the merits of their respective roads; provided, they shall not occupy to exceed one hour each.

The resolution was adopted.

Mr. Stout moved.

That the rival Railroad Companies be allowed until 10 o'clock tomorrow morning to appear by attorney, in accordance with the resolution.

Carried.

And on motion of Mr. Huston, the further consideration of S. J. R. No. 14, was postponed until tomorrow morning at 10-1/2 o'clock.

Thursday, Oct. 8—10-1/2 A. M.

Mr. Cornelius offered

S. R. No. 16.

WHEREAS, The Secretary of State has read before the Senate the articles of incorporation of the Oregon Central Railroad Companies; therefore, in order to have full information of the organization of said companies,

Resolved, That said companies be invited to produce their original stock-books for the inspection of the Senate.

Carried.

Upon invitation of the President, J. K. Kelly, attorney for the West-Side Railroad Company, and J. H. Mitchell, attorney for the East-Side Railroad Company, appeared within the bar of the Senate, and proceeded, in pursuance of S. R. No. 15, to present the claims of their respective companies, and in offering evidence (which consumed the entire day).

Friday, Oct. 9th.

The President announced that the hour had arrived for consideration of S. J. R. No. 14, which, on motion of Mr. Huston, was resumed, and the remainder of the morning session was consumed by the arguments of the attorneys.

#### IN THE AFTERNOON.

Pending the motion to adopt the resolution,

Mr. Stout offered S. J. M. No. 2.

And thereafter Senate adjourned until to-morrow, 9 A. M.

Saturday, Oct. 10.

On motion of Mr. Cornelius, S. J. R. No. 14 was made the special order for Saturday, October 17th, at 10 o'clock A. M.

Saturday, Oct. 17th.

Mr. Ford moved that S. J. R. No. 14 be indefinitely postponed.

Mr. Cornelius moved to amend by postponing the

whole subject matter of the resolution.

Mr. Ford accepted the amendment.

Which was lost.

Mr. Bayley asked leave to withdraw the resolution.

Which was carried, and S. J. R. No. 14 was withdrawn.

From this record, therefore, showing, as it does, the whole proceedings of the attempt of the West-Side Company to obtain a designation under the false, but most transparent assumption, that they already had some kind of equitable right, it appears, that after a full and complete investigation before the Senate, when it became so apparent that even former friends of the Gaston Company would not have the courage to stand up in the Senate, and in the face of the most glaring frauds and illegality with which it was surrounded, and involved by the testimony adduced, vote to designate it as the company to receive this valuable grant, Doctor J. R. Bayley, the aforesaid champion and Senator from Benton, asks leave to withdraw the resolution, and so Senate Joint Resolution No. 14, of the session of 1868, having for its purpose the designation of the West-Side Company, expired in the arms of its friends, and returned lifeless to the Doctor, who presided over the ceremonies of its birth.

This occurred in the Senate, October 17th, 1868. On the same day Senator Miller, of Jackson county, offered Senate Joint Resolution No. 16, to designate the Ore-

gon Central Railroad Company, of Salem, Oregon, the one we represent, as the company to receive the land grant. And here we present a certified copy from the Journals of the Senate and House, giving this resolution in full, and also the action of the Senate and House thereon, and to which we call special attention:

Mr. Miller, of Jackson, offered S. J. R. No. 16.

WHEREAS, The Congress of the United States, by an act approved July 25th, 1866, entitled "An act to aid in the construction of a railroad and telegraph from the Central Pacific Railroad to Portland, in Oregon," did grant certain lands in the State of Oregon, and confer certain benefits and privileges upon such company organized under the laws of Oregon, as the Legislature of such State should thereafter designate;

AND WHEREAS, The Legislative Assembly of Oregon, at its Fourth Regular Session, did adopt a joint resolution known as "House Joint Resolution No. 13," designating in terms "The Oregon Central Railroad Company," as the company entitled to receive the land granted by, and all the benefits and privileges of the said act of Congress;

AND WHEREAS, At the time of the adoption of the said joint resolution, as aforesaid, no such company as "The Oregon Central Railroad Company" was organized or in existence, and the said joint resolution was adopted under a misapprehension of facts as to the organization and existence of such a company;



AND WHEREAS, The designation of the company to receive the lands in the State of Oregon granted, and the benefits and privileges conferred by the said act of Congress yet remains to be made; therefore,

Be It Resolved by the Senate, the House concurring, That the Oregon Central Railroad Company, a corporation organized at Salem, on the twenty-second day of April, in the year one thousand eight hundred and sixty-seven, under and pursuant to the laws of the State of Oregon, be, and the same is hereby designated as the company entitled to receive the lands in Oregon, and the benefits and privileges conferred by said act of Congress.

And moved its adoption.

Mr. Stout moved the previous question.

Mr. Trevitt moved that the Senate take a recess until 1-1/2 o'clock this afternoon.

Which motion was lost.

The previous question was ordered.

The vote was taken on the motion to adopt S. J. R. No. 16, with the following result:

YEAS—Messrs. Bayley, Brown, Cochran, Crawford, Cyrus, Dribblesbly, Ford, Hendershott, Miller of Marion, Miller of Jackson, Powell, Stout, Thompson and Trevitt—14.

NAYS—Messrs. Adams, Cornelius, Herman, Holsclaw, Huston, Ison, Persbaker and Mr. President—8.

So the resolution was adopted.

Before the resolution was announced, Mr. Bayley gave notice he would move a reconsideration of the same.

Mr. Trevitt moved that the Senate take a recess until 2 o'clock this afternoon.

The motion was lost.

Mr. Hendershott moved a reconsideration of the vote by which S. J. R. No. 16 was adopted.

Mr. Stout moved that the motion to reconsider be indefinitely postponed.

Which motion prevailed.

I certify the foregoing to be a correct abstract of the proceedings in Senate, relating to the adoption of S. J. R. No. 14 and 16, taken from the Journal of said Senate, now on file in my office.

SAMUEL E. MAY,  
Secretary of State.

IN THE HOUSE OF REPRESENTATIVES,  
OF THE FIFTH REGULAR SESSION, OF  
THE LEGISLATIVE ASSEMBLY OF THE  
STATE OF OREGON.

Monday, Oct. 19, 1868.

The following message was received from the  
Senate:

## SENATE CHAMBER, Oct. 19, 1868.

MR. SPEAKER:—I am instructed by the President to inform you that the Senate has adopted S. J. R. No. 16, designating the “Oregon Central Railroad Company,” of Salem, as the company entitled to the grant of land made by Congress, to aid in the construction of a railroad through the Willamette valley. It is herewith transmitted for the concurrence of the House.

S. C. SIMPSON,  
Clerk Senate.

Mr. Bellinger moved that S. J. R. No. 16 be read now.

Which carried—29 to 15.

Tuesday, Oct. 20.

S. J. R. No. 16 was made the special order for this evening, on motion of Mr. Bellinger.

Evening Session, 7 o'clock.

The Speaker stated that the special order of the evening was the consideration of S. J. R. No. 16.

Whereupon Mr. Gray moved the House concur with the Senate in the adoption of the resolution.

Mr. Chapman moved, as amendment, to refer it to a committee of five, with instructions to report H. B. No. 88 and H. J. M. No. 6, which he submitted.

Lost—yeas, 20—nays, 26.

Mr. Gazley offered an amendment that the Directors give bonds in the sum of one hundred thousand

dollars, that the road will go through Umpqua, Jacksonville and Ashland.

Which was lost—17 to 29.

Messrs. Gray and Bellinger moved the adoption of the previous question.

Carried—28 to 16.

The question being “Shall S. J. R. No. 16 be adopted?” those voting yeas were—

YEAS—Messrs. Alexander of Linn, Alexander of Benton, Bellinger, Beers, Bryant, Butler, Cox, Crooks, Davenport, Denny, Garrett, Gray, Gilfrey, Johnson, Kirk, Loudon, Litchenthaler, Minto, Powell, Rinehart, Smith, Stites, Simpson, Trullinger, Tandy, Winston, White and Mr. Speaker—28.

NAYS — Messrs. Applegate, Benson, Burnet, Brown, Chapman, Davis, Flook, Gazley, Grant, Hoxter, Jackson, Neal, Pendegast, Ryan, Scoggins, Townsend, Taylor and Waymire—18

So S. J. R. No. 16 passed.

Mr. Bellinger moved to reconsider.

Mr. Stites moved to indefinitely postpone the motion to reconsider.

Which motion prevailed.

I certify the foregoing to be a correct abstract of the proceedings in the House, relating to the adoption of S. J. R. No. 16, taken from the Journal of said House, now on file in my office.

(SEAL OF STATE)      SAMUEL E. MAY,  
Secretary of State.

After a full and complete investigation, of this matter, in relation to the land grant, during nearly the whole of the session, the Legislature of the State of Oregon, to whose care this important trust was committed, decided by a majority of six, in a Senate composed of twenty-two, and by a majority of ten, in a House composed of forty-six, that, too, without regard to party, which so frequently rules in similar cases, that the West-Side or Gaston Company is not entitled to the Congressional land grant; and that "The Oregon Central Railroad Company, of Salem, Oregon, is entitled to it.

Another fact, or two, in this connection, might serve to throw still more light upon the controversy relative to this land grant, and especially upon that branch of it wherein the West-Side Company claim that they were designated in October, 1866, These facts are as follows: As before stated, the West-Side Company came before the last Legislature, praying of that body to designate them as the company entitled to the grant, and so very anxious were they to succeed in this particular, that they, in order to secure certain votes in the Legislature, were willing to barter away the one-half of the Congressional grant to another company incorporated during the sitting of the Legislature, in pursuance of an understanding between the West Side Company and the three corporators of this new organization. Consequently, on the . . . day of September, 1868, three persons filed articles of incorporation under the name of "The Willamette Valley Railroad Company," wherein they proposed to build a railroad

from Portland, Oregon, on the east side of the river; the same to cross the river at one of the several points named in such articles.

Upon the date of the filing of these articles, and before any organization had been effected, a meeting is held between the Directors of the West-Side Company and the three corporators of the "Willamette Valley Railroad Company," at which meeting a writing was drawn up and executed by the President of the West-Side Company, Joseph Gaston, by and with the sanction of the Directors, wherein they agreed substantially that the one-half of the Congressional land grant, so far as it related to the Willamette Valley, should go to and be owned by the said "Willamette Valley Railroad Company;" and wherein, also, the West-Side Company agreed to convey such lands to said irresponsible company, incorporated, as it was, unquestionably for the purpose of a private speculation, and in pursuance of a previous understanding with the President and Directors of the West-Side Company.

This attempt, however, to purchase a designation at the very great expense, and still greater impropriety, of attempting to divert the Congressional grant from the true purpose of its creation—a great public benefit—to that of a mere individual speculation, did not succeed with the Legislature of Oregon. These facts were proven before the Senate in the recent investigation, and cannot now be successfully denied by the President or Directors of the West-Side Company. Thus it was that this company, which talks of vested rights, by rea-



son of the action of the Legislature of 1866, were willing to give away the half of such grant, in order to secure a designation by the Legislature in 1868.

But say they, the Gaston or West-Side Company filed its assent to the grant in the office of the Secretary of Interior, within one year from the date of the passage of the act of Congress, as required by that act. But we would inquire this: If you have never been designated by the Legislature of the State of Oregon as the company to receive the grant, which it must be admitted by every candid person acquainted with the facts here presented, that you never have, then, how, or by what authority, could you file your assent? Can a person accept a thing that has never been even offered to him? Can a corporation file its assent to a grant that has never even been tendered it? As well might one child out of a whole family of children undertake to take possession of his father's estate, under the pretence that he has a right by devise, while his father is yet alive, and before his will is made. The claim, therefore, that the West-Side Company have rights, because they have filed their assent, is simply preposterous, and without shadow of claim even to further consideration.

But it is said, although there was no company organization during the sitting of the Legislature of 1866, yet there were certain articles of incorporation drawn up and presented to the Legislature; and although they were not fully incorporated, the Legislature supposed they were, and, therefore, an equity of some kind was raised. We deny most emphatically, as a matter of

law, that any equity could arise, as this was a transaction in relation to trust property, and the Legislature in disposing of the grant must proceed in strict accordance with its terms. But suppose an equity could arise? That equity would be in favor of the company we now represent. Suppose articles of incorporation were "presented to the Legislature" and the "grant solicited," as stated in Senate Joint Resolution No. 14, introduced by Senator Bayley at the late session, who, we would inquire, were the incorporators whose names were then signed to those articles? How many were there? Were there eighteen, the number whose names now appear to such articles as incorporators, or were there but eight? Gaston's certificate as Notary Public to those articles, answers all these inquiries. From that certificate it appears, as we have already shown, that there were but eight names to those papers at any time during that session, and that ten, a majority of whom have from the first owned and controlled the company, were added afterwards, without authority. If any equity could arise at all, it most certainly would be in favor of that company which is now composed principally of the men whom the Legislature supposed at that time were incorporated. Whom did they suppose formed the "Oregon Central Railroad Company" in October, 1866, when they undertook to designate that company? We answer, unquestionably, the eight men whose names were then signed to such articles, and a majority of these eight men have not only never had any interest in the West-Side Company, save to sign

the articles as corporators, which were afterwards smuggled from them by fraud, but they are now either stockholders or Directors, and some of them both, in the company we represent, while at least four of the ten added corporators to the West-Side Company, including the present Governor of the State, have, upon discovering the frauds practiced, long since refused to have further connection with it.

But suppose the Legislature intended to give the grant to a company composed of the eight names appearing in the report of the House Committee on Railroads, in 1866, how, then, would the matter stand? Not one of those eight persons ever participated in the organization of the West-Side Company, nor has any one of them ever taken any part in such company; while four of them are now active members of the company we represent, and have been from the date of its incorporation. In the light, therefore, of these recorded facts, we would invoke the candid judgment of every impartial mind to an agreement with us in the proposition that in no possible view can the West-Side Company rightfully claim the grant in question, but that the same, by every rule legal and equitable, is in the company we represent.

But there is yet another reason, and an important one, why the action of the last Legislature is right, and that is this:

The object in view by Congress in passing the act of July 25th, 1866, was to aid in the construction of a

central road, "Beginning at the city of Portland, in Oregon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys, to the southern boundary of Oregon." This is the language of the act, and no company can take this grant, whether they be designated by the Legislature or not, unless they run their road from Portland, southerly through the Willamette, Umpqua and Rogue River valleys. This is an essential, a requirement that must be met; and, in this most material matter, is the West-Side Company found wanting. Their route, as laid down on their maps, and on which they have commenced their work, instead of starting at Portland and running thence southerly through the Willamette valley, runs some two or three miles southerly from Portland, and thence takes a northwesterly course, running near thirty miles in such direction before taking a southerly direction, as required by the act, and then running, not through the Willamette, but through the Chehalem valley. The road is emphatically what its name would indicate—a West-Side Road, flying off in a tangent from the route laid down by Congress. It courses its way along the foot of the eastern base of the coast range, missing every important town in the State, including its Capital, and leaving the broad valley of the Willamette, the finest and one of the most fertile in the world, with its millions of productive acres, with its thriving cities, and its rich farms, to be bisected, as it were, by "The Oregon Central Railroad," of Salem, Oregon, which, in accordance with the act of Congress,

starts at the city of Portland the great commercial emporium of the Northern Pacific Coast, and "running thence southerly through the Willamette, Umpqua and Rogue River valleys." It penetrates their very centers, and taps every city and important town in the State. Upon this road the work has, since its commencement in April last, progressed with a rapidity scarcely excelled in the construction of the Union and Central Pacific, when we take into consideration the scarcity of labor in this State. There are at this time about seventy miles in all ready for the ties. Two saw-mills of immense capacity, with planers and other machinery attached, are now running, and have been for some time past turning out ties and materials for cars and depot buildings in great quantities; while still another, a third, mill, is in progress of erection.

We have thus presented at some length the main facts, amounting, as they do, to a history made up principally from Record evidence relating to Railroad Companies in Oregon, and more particularly for the purpose of answering the question as to what company, if any, is in law and equity, entitled to the Congressional land grant. It is an old Roman maxim, as true now as in the days of that ancient empire, that "*Jus et fraus nunquam cohabitant*"—right and fraud never dwell together. And applying this truthful maxim to the West-Side Company, in the light of the evidence here presented, to say nothing of the gross illegality of their proceedings, we believe that every candid mind must at once concede that the claim of such company, that they

are entitled to this grant is illegal and unjust.

We do, therefore, feeling implicit confidence in the enterprise in which we are engaged, and in the justness of our claim to the Congressional land grant, most respectfully submit this statement of facts, and reasons why "The Oregon Central Railroad Company," of Salem, Oregon, is entitled to the grant referred to, to the exclusion of all others, to all persons, and to all officers and Departments of Government, that may be interested in relation to the same, in having justice and right prevail.

I. R. MOORES,

President of the Oregon Central Railroad Company.

SAML. A. CLARKE, Secretary.

(CORPORATE SEAL).

Salem, Oregon, Nov. 25, 1868.

At a regular meeting of the Directors of the Oregon Central Railroad Company, held November 25th, 1868, the following proceedings were had:

"On motion of Mr. Ellsworth, the foregoing statement of facts was unanimously adopted by the Board, and the President and Secretary were instructed to officially sign the same, and attach the seal of the company thereto."

I. R. MOORES, President.

SAML. A. CLARKE, Secretary.



# GOVERNMENT'S EXHIBIT

## 106

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### THE INSIDE HISTORY OF THE OREGON CENTRAL RAILROAD COMPANIES

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With the Reasons showing the Portland (or West Side  
Company) to be entitled to the U. S. Land Grant.

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Portland, Oregon, Jan. 9th, 1869.

At a meeting of the Board of Directors of the Oregon Central Railroad Company held at their office in this City on the 28th day of December, 1868, it was unanimously Resolved that the President of the Company be authorized to prepare and publish a reply to the recent Pamphlet issued by the East Side Company.

Attest:

E. W. HAINES,  
Sec. O. C. R. R. Co.

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Portland, Oregon:

A. G. Walling, Book & Job Printer.

1869.

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IS THE OREGON CENTRAL RAILROAD  
COMPANY OF PORTLAND, OREGON, EN-  
TITLED TO THE CONGRESSIONAL LAND  
GRANT OF JULY 25th, 1866?

Before answering the above question, we beg leave to notice the reason for issuing this pamphlet. It is not the desire of the officers or directors of said Company to engage in any dispute before the public. Acting solely upon the defense, we have long forborne to answer false charges against our Company, from a reluctance to engage in disputes which can alone be settled in Courts of Justice. The Oregon Central Railroad Company of Salem—commonly known as the East Side, or Holladay Company, have recently issued their second pamphlet, and like the one issued by them in May, 1868, is burdened with unfair and untruthful charges against the legality of our corporation and the standing and reputation of our officers and directors. Further forbearance has ceased to be a virtue; and we

now propose to make such a statement of the inside history of both of these Corporations as will not only be interesting to several officers and directors in the Holladay Company, but make a valuable document for future reference. High places will furnish no excuse for further silence, nor will we hesitate to call things by their right names; and,

“Nothing extenuate,  
Or aught set down in malice.”

We most urgently ask and desire a thorough and careful investigation at the hands of the public, and promise to show to the satisfaction of every impartial man, that all the charges of fraud and illegality made against our Company are not only false and utterly groundless, but that each and all of them, have been so decided, either direct or indirectly, by courts of Justice in the State of Oregon.

As a foundation to the examination of the above question, we briefly state, what is not disputed by any one, that the Act of Congress of July 25th, 1866, granting lands to aid in the construction of a Railroad from Portland, Oregon, to the Central Pacific Road in California, required that the Oregon Legislature should, designate the Company to receive the land in Oregon, and also that the Company designated should file its “Assent” to such Act of Congress, with the Secretary of the Interior, within one year from July 25th, 1866. It is also a fact, not disputed, that the Oregon Legislature of 1866, on the 10th day of October, passed “House

Joint Resolution No. 13, which "designated" the "Oregon Central Railroad Company," to receive the benefits of said land grant.

Two Corporations, (The O. C. R. R. Co., of Portland, and the O. C. R. R. Co., of Salem) are now claiming said land; the first by virtue of the designation by the Legislature of 1866, the latter by virtue of the designation by the Legislature of 1868.

First. We claim that the first (old) Company, (the Oregon Central Railroad Co. of Portland) is legally and equitably entitled to the land, by virtue of its prior designation, and its exclusive filing of an "assent", received by the Secretary of the Interior.

The only answer which the Holladay Company can make to this, is, that "There was not at the date of the passage of the Joint Resolution of October 10th, 1866, any "Oregon Central Railroad Company" in existence or incorporated in the State of Oregon, (page 6 of their pamphlet).

This statement is untrue, and proven so by the evidence of the Secretary of the State of Oregon, and the certificate of the Clerk of Multnomah County hereinafter submitted.

But there is higher and better evidence than the statements of any officer. By House Joint Resolution No. 13, adopted by the Legislature of 1866, that Legislature then solemnly declared, by a large vote in both Houses, that the "Oregon Central Railroad Company"

was "a corporation organized under the laws of Oregon." Could anything be more explicit or emphatic; and yet the Holladay Company has the temerity to declare that the Legislature of 1866 did not know what they were about. It does not lie in the mouth of any citizen to dispute facts declared by the Legislature; nor even can the Supreme Court nor a succeeding Legislature, declare, as did the Legislature of 1868, that the former Legislature "acted under a misapprehension of the facts." If such a rule in legislation is to be countenanced, then the Legislature of 1870 may declare that the Legislature of 1868 "acted under a misapprehension of the facts," and give the land to some other Corporation, and thus the confusion and uncertainty would destroy the value of the grant entirely. But to go into details:

What does the General Incorporation Law of Oregon require to constitute a Corporation? Condensing Sections 1, 2 and 5 into one paragraph, the whole law reads as follows:

"Whenever *three* or more persons shall desire to incorporate themselves for the purpose of engaging in any lawful enterprise, such persons shall *make* and *subscribe* *written articles* of incorporation in *triplicate*, and *acknowledge* the same before any officer authorized to take the acknowledgement of a deed, and *file one* of such articles with the *Secretary of State*, *another* with the *Clerk of the County* where the enterprise is to be carried on, and *retain the third* in the possession of the corporation; and upon the making and filing of the articles of incorporation, as herein provided, the persons subscribing the



same are corporators, and authorized to carry into effect the object specified in the articles, and they and their successors, associates and assigns, shall **THEREAFTER** be deemed a *body corporate*, with power &c., (here the law gives all the powers of a corporation.)

By noting the words italicized in the above, the reader will discover six things, and only six, necessary to legally create the "Oregon Central Railroad Company.

1st. Three persons must make and subscribe written articles of incorporation.

2d. There must be three original copies signed and acknowledged by each subscriber.

3d. They must be acknowledged before an officer authorized to take the acknowledgement of a deed.

4th. One copy must be filed with the Secretary of State.

5th. Another copy with the County Clerk.

6th. And the third copy retained by the Corporation.

On the 29th day of September, 1866, eight persons made, subscribed and acknowledged the three original copies of the articles of Incorporation of our Company before a Notary Public. That disposes of the three first requisites. The statement of Secretary May, hereto appended, shows that the President of this Company gave him the papers for filing on the 6th day of Oct., 1866, and he then pretended to file them. If filing

in ink in a clerkly manner was not then made by the Secretary, it cannot destroy any rights this Company claims, as it was no fault of the Corporators. This disposes of the 4th requisite.

The certificate of Mr. Norden shows a pencil filing of October 6th 1866, on the copy in the County Clerk's office. This disposes of the 5th requisite.

The third copy is now, and has ever been since its making, in the possession of this Company. That disposes of the 6th requisite, and makes a perfect legal corporation of this Company on the 6th day of October 1866, four days prior to its designation by House Joint Resolution No. 13 in the Legislature of 1866.

But it will be objected that the Notary Public had not certified the acknowledgments when the articles were filed, October 6th, 1866. That is not one of the requisites to the Corporation. The Statutes of Oregon lays down one rule for a deed and a different one for Articles of Incorporation. The rule for acknowledging deeds (Sec. 10 page 648 Oregon Statutes) is as follows: "and the officer taking such acknowledgment shall endorse thereon a certificate of the acknowledgement and the true date of making the same, under his hand." But the Statute has not required such certificate in the case of Articles of Incorporation. While it is usual to attach such certificates of acknowledgement, the Statute has not required it. Even in as solemn acts as deeds, these certificates of acknowledgment are not necessary to pass the title. Chief Justice Williams (now Senator

Williams) held in the case of *Moore vs. Thomas*, page 201, *Oregon Reports*, that "A deed unacknowledged and unrecorded is good between the parties." And in this case, the parties in the East Side Company all had full notice of the prior existence and claims of the West Side Company, and were and are nothing but seceders from the West Side Company, and not entitled to claim anything. Taking the claim of *Moores & Co.* as set up in their last pamphlet, that they were the original members of the West Side Company's Articles of Incorporation, they show that they have left it, and in April 1867, long after the due and legal incorporation of the West Side Company, they set up a new corporation in the same name. They can claim none of the rights and franchises of the old Company.

"If any portion of the members of a corporation secede, and are even erected into a new corporation, the corporate property will not be transferred or distributed in consequence of the separation." (*Angell & Ames on Corporations*, Sec. 194.)

We now submit the statement of Secretary May, the certificate of the Clerk of Multnomah County.

State of Oregon, Secretary's Office, Salem,

Jan. 5, 1869.

Hon. Addison C. Gibbs, Portland, Oregon.

Dear Sir.

I have no personal knowledge of the filing of papers in this Office by Mr. Gaston, on the 6th of Octo-

ber, 1866, more than this: that about the date named (Mr. Gaston says it was the 6th) he presented me an envelope which he said contained Articles of Incorporation of the Oregon Central Rail Road Company, on which envelope I marked the date in pencil (Mr. Gaston says that I marked the document instead of the envelope, but I have not seen the paper since, hence my impressions are that I marked the envelope.) I did not examine the contents, did not formally file the paper. Mr. Gaston wished to retain it in his possession for a short while, but for Legislative purposes desired to say it had been presented for filing, to which I could see no objection.

I had forgotten the foregoing circumstances altogether, until about the middle of Nov. 1866, Hon. J. S. Smith made application to see the Articles of Incorporation of the "Oregon Central Railroad Company." I turned to the usual depository for such documents, but not until after I had made thorough search did it occur to me that the Articles referred to were not in my possession.

\* \* \* \* \*

Your Obedient Servant,

SAMUEL E. MAY,

Secretary of State.

(By reference to the history of the Company hereinafter, the discrepancy between the statements of May and Gaston will be more apparent. May insists that

the papers were not filed until Nov. 21st, 1866, while he somewhat evasively admits their presentation and actual filing in pencil on Oct. 6th, 1866, and so strong was his impressions of filing at the last date, that he made thorough search for them for Mr. Smith. Salem influences and East Side locality will excuse May for good certificates in the East Side pamphlet and the reverse for the West Side.)

STATE OF OREGON,            )  
  ) ss.  
Multnomah County.        )

I, B. L. Norden, County Clerk of said Conuty and State, do hereby certify that upon the Instrument endorsed "Articles of Incorporation of Oregon Central Railroad Company," filed Nov. 23rd, 1866, by H. C. Coulson, Clerk, and upon the reverse side of said filing, there appears in pencil these words: Oct. 6, '66," erased with ink, as nearly as possible like unto the pencil entry and ink erasure on the 3d line above this line.

In testimony whereof I have hereunto set my hand and official seal this 9th day of January, A. D. 1869.

B. L. NORDEN, (L.S.)

(5 cts Stamp.)

County Clerk, Multnomah County, Oregon.

But if there had been no possible part of corporation then formed, if one was "designated" then we claim, if such inchoate Corporation afterwards filed its "Assent" to the Act of Congress, according to the Law, it

would take the land; and both the Act of Congress and the State Legislation of 1866, according to the desision of Justice Boise of the 3d Judicial Dictriet of Oregon would confer the grant in this way. (See following statement of Boise's decision).

Portland, Oregon, Jan. 7, 1869.

J. Gaston Esq.

President Oregon Central Railroad Company.

Dear Sir:

Your note of this morning asking me for information in regard to the suit pending in the Circuit Court for the County of Marion between the Company of which you are President, and the Company commonly known as the East side Company, is before me.

The suit was commenced in behalf of the Company of which you are President, for the purpose of restraining the use by the other Company of the name, "The Oregon Central Railroad Company," upon allegations of the prior incorporation of your Company under that name, the subsequent assumption of the name by the other Company, the right of your Company, by virtue of joint Resolution No. 13, passed by the Legislature of Oregon Oct 10, 1866, to have the benefit of the land grant proposed by the Act of Congress entitled "An Act granting lands to aid in the Construction of a Railroad and telegraph line from the Central Pacific Railroad and telegraph line from the Central Pacific Railroad in California to Portland Oregon," Approved July 25th, 1866,



and the depreciation of the Stock of your Company by reason of representation by the other Company that it, and not your Company, was the Company entitled to the benefit of said Act of Congress.

A demurrer was filed by the East side Company, defendant, and argued at the last June term of the Court, mainly upon the question whether the Resolution of the Legislature could take effect as a "designation" of the Company, plaintiff, under the Act of Congress, assuming that the plaintiff, was not duly incorporated until after the Resolution was passed.

Hon. R. P. Boise, Chief Justice, delivered the opinion of the Court, overruling the demurrer; and in that opinion he used the following language which I took down in writing at the time:

"At the time the Act of Congress was passed, neither of the rival Companies was in existence, and the objection made to the Resolution of the Legislature could be made with equal force to the Act of Congress; but I think the language of both the Act and the Resolution may as well refer to a Company yet to be incorporated as to one already organized. \* \* \* The plaintiff says in its bill that the defendant, through its agents and officers, has represented that it, and not the plaintiff, is entitled to the benefit to be derived from a compliance with the Act of Congress, to the injury and depreciation of plaintiff's credit. The defendant must be required to answer whether these things be true."

I also transmit as requested the certificate of M. F.

Mulkey, late District Attorney in regard to the other case spoken of in your note.

Most respectfully,

Your obedient servant,

W. LAIR HILL.

But we not only claim the benefits of the land granted by Congress, upon the basis of a perfect *de facto* corporation to receive a grant under the Statutes of Oregon, at the date of the passage of the Joint Resolution by the Legislature of 1866; but we claim that the East Side Company is totally mistaken, when they assert that it was necessary to the reception of the grant, at that time, that the Company be perfectly organized. They misunderstand and misrepresent the plain import of the Act of Congress of July 25th, 1866. And on this point, in addition to the foregoing opinion of Judge Boise, we here submit a brief statement from the pen of W. Lair Hill, Esq., one of the best Corporation and real estate Lawyers in Oregon.

“This Land Grant act of Congress was not like the Oregon Donation Law of 1850, a grant of land to this Company. It was merely an agreement to grant to such Corporation as the Legislature should “designate,” upon compliance with certain specified conditions, namely, filing an “assent” prior to July 25th, 1867, and building twenty miles of Railroad and Telegraph line; and upon certain other terms directly beneficial to the United States. Neither was it in the power of the Legislature

of this State to grant the lands to any corporation; that body could only say what Company should have the right to accept the terms, perform the conditions, and afterwards receive the grant proposed by Congress.

This is not an artificial construction of the language of the Act of Congress, but its plain import and intention—an interpretation which would always be given to it by a court—and the only interpretation of which it will admit.

There is then nothing in the wording of the law, nor in the subject matter, inconsistent with the idea that Congress intended to include and did include in the provisions of the Act, as well a Corporation not in esse, as one already organized, provided the State Legislature should “designate” such Corporation, and it should afterwards organize and perform the required conditions. If this is not the meaning of the Act of Congress, then neither of the Companies can take the benefit of the grant, for neither of them was in existence when the Act was passed.

Exactly the same thing may be predicated of the Resolution of the Legislature of Oregon passed in 1866, “designating” the West Side Company. Admit, for the argument (though we do not admit it as a fact,) that this Corporation was not in existence at the time this resolution was passed, and what follows? If the Resolution was intended, or could be construed, under the Act of Congress, as a grant, the objection that the grantee was not in being, might be at least plausible;

but this was not the intention nor within the scope of the resolution. The only power of the Legislature was to appoint a Corporation to take the grant upon performing the conditions—not in praesenti. The sole advantage of appointing a Corporation already organized would be that it would be more conveniently identified, by using its corporate name, while if the Legislature should attempt to designate a Corporation thereafter to be organized confusion might arise by reason of uncertainty in the description of the appointee. But all the questions that could arise out of such uncertainty, would necessarily be simply questions of identification, and would be settled and all difficulties removed the moment any means could be devised to ascertain with certainty what Corporation was intended by the Legislature. The question of capacity to take the grant relates solely to the time when the grant is to be made—that is, after the conditions have been complied with. No valid contract can be made with a child *in ventre sa mere*, because it can not assent to the transaction; but a devise for the benefit of such child, is valid, and the child upon coming of age can take the premises: Co. Litt. 36; 1 Williams 329, And this notwithstanding its idiocy, or incapacity; but if there be a condition precedent annexed, to be performed by the child upon coming into being, and it never acquires capacity to perform, then, and only then, the transaction fails, and the grant never takes effect; not because of any defect of parties at the time of the original transaction, but because of a failure of capacity to perform the conditions precedent to the final consummation. This

has been uniformly held from the earliest times.

Now this matter of identity never has been a question in the present case. The promoters of the Corporation of the Oregon Central Railroad Company (West Side) had already prepared its Articles, had them duly signed and acknowledged by a large number of the corporators (more than was necessary under the Statutes of the State) and filed, and in this condition they were read before the Legislature, in both Houses, and thereupon the Resolution was passed, designating the Company, by the corporate name assumed in the Articles so read, as the Corporation to perform the conditions required by the Act of Congress and take the grant afterwards. And there was no other Corporation, organized or incipient, within the State having the same, or even a similar name, till five months after this Resolution was passed. And this Corporation, went on without opposition and perfected its organization, upon the same Articles read before the Legislature, and still prosecutes its enterprise of building the road, upon these Articles, without altering a word or letter; while a minority of the Corporators, having seceded from the original Corporation, have attempted to organize a rival Corporation under the same name. But this second Company has never had the temerity to dispute or even question that the Resolution of the Legislature passed in 1866 referred to the West Side Company.

The West Side Company, and they alone, having accepted the terms proposed by the Act of Congress, as required, having been designated, identified, pointed

out, by the Legislature of 1866—having filed their “assent” within the year—having gone on in the performance, on their part, of these terms—will be entitled to the grant whenever they have performed the conditions annexed; and any attempt by Congress to confer the benefits of the Act of 1866 upon any other Company, would be, in law as well as in fact, a denial and repudiation of its own agreement.”

## EQUITABLE RIGHTS OF THE WEST SIDE COMPANY.

Having shown the right of the West side (or Gaston Company or the opposition term it) we will now show a just and Equitable claim to the land grant of July 25, 1866, so strong that none but a member of the East side Railroad Company, would deny. Our equities depends upon the following facts.

1st. The West side Company was identified by the Legislature of 1866.

2d. The East side Company were aware, when they incorporated, that the West side Company claimed both the land grant and the Corporate name, “The Oregon Central Railroad Company” one of their Incorporators and now one of their Directors, John H. Moores, was notified by the President of the West side Company, not to incorporate in the same name, as it would be resisted, and litigation would result from any such action.

3d. The West side Company has Uniformly and publicly claimed the land, ever since by virtue of that



designation.

4th. The East side Company uniformly and publicly denied in Oregon, any claim for themselves to the land, from the day of their incorporation until Oct. 10 1868, a period of nearly two years. They did not have the temerity to set up any claim to the Land grant in the face of their oft repeated disavowals, and they never intimated in Oregon, an intention to claim it, until compelled by the Lash of Ben Holladay, they turned around upon their own declarations and deliberately stultified themselves before the people of Oregon. So that the East side claim to the Land grant is really a claim by foreigners against the claim of our own Citizens.

5th. The West side Company filed their "Assent" within the year, with the Secretary of the Interior, as the law provides, and the East side Company made no claim, by neglecting to file papers or make any acceptance of the Grant within the year.

6th. The Sec. of Interior received the "Assent" of the West Side Company, and gave them credit by reason of this, so that the public relied upon such facts and invested money in West Side Road; while he expressly refused to file papers for East side Co. and declared to them and the public, that it was the West side Co. that was entitled to the land, as witness the following letter to the Vice President of the East side Co.

DEPARTMENT OF THE INTERIOR,

Washington, D. C. July 17, 1868.

SIR—I have received your letter of the 16th inst., and accompanying paper, purporting to be an acceptance by the Oregon Central Railroad Company of the grant made by the act of July 25th, 1866.

By law the company was required to file an “assent” to its terms and conditions, within one year. That time expired July 25th, 1867, and this paper, if sufficient for that purpose, could not now be received.

I state, for your information, that J. Gaston, President of the Oregon Central Railroad Company, within the time prescribed in that act, filed an assent, which was received.

In compliance with your request, I inclose a copy of my letter of the 8th instant, to Mr. Gaston, in regard to maps to be filed in this Department.

Very respectfully, your obedient servant,

O. H. BROWNING, Secretary.

A. M. LORYEA, Present.

7th. The West side Company, and they alone solicited of Congress an extension of the time limited in the grant for the Construction of the road; and if it had not been for this extension (thanks to the Oregon delegation in Congress) the land would all have been forfeited. As witness Senators Williams and Corbett and Representative Mallory, of Oregon, and Representative Hubbard of West Va.

8th. With all these facts before the public, continually brought to the attention of the East Side Company, by publications in the newspapers of Oregon, of the letters of the Secretary of Interior, O. H. Browning, to the West Side Company, and in the public statements of the President of the west Side Company and other speakers at the commencement of the work April 15th, 1868, and in the published Annual Report of the West Side Company, May 25th, 1868, the East Side Company not only remained silent, making no claim to the land grant, but they even publicly disavowed any claim of any kind to the land, until long after the date when the land would have been forfeited, had it not been for the diligence of the West Side Company in filing the "Assent" required by the Act of Congress. With all these facts before the public, the East Side Company stood by until the City of Portland recognized the claim of the West side Company and pledged to them the interest for twenty years on \$250,000; while Washington County recognized our claim, and pledged interest on \$50,000 for same time; while Yamhill County recognized our claims and pledged interest on \$75,000; and while the citizens of Oregon subscribed and paid into the West Side Company, on the faith and credit of this land grant, and the facts above stated, seventy five thousand dollars in cash and much more in land and other property. This money has been expended, and judiciously expended, in the construction of the West Side road, while this East Side Company was silent and disavowing any claim to the land grant of July 25th, 1866.

We claim to the Oregon delegation in Congress, and all other members of Congress, to all government officers, and to the people of Oregon, that these acts of the Holladay or East Side Railroad Company, is a complete estoppel of all claims of theirs, set up at this late day, to this land grant; and that these facts make a case so strong in equity and justice, in favor of the West Side Company, that any attempt to divest the land from them, would be nothing less than legalized robbery.

THE EAST SIDE COMPANY HAVE NO  
LEGAL OR EQUITABLE RIGHTS:

WHY?

1st. The first and best reason is, that all the legal and equitable rights are in favor of the West Side Co.

2nd. The East Side never claimed any right to the grant, nor offered to file an acceptance of it within the time provided in the Act of Congress; nor did they use any efforts to get an extension of the grant in order to save it to the State.

3d. The East Side Company have no legal corporate organization or existence, and cannot therefore take any grant, or administer any trust. They have no legal corporate existence, because one half their capital stock was not subscribed before an election of Directors, and has not been yet subscribed. Their claim to a corporate existence is a fraud upon the public. In order to avoid any responsibility, the projectors of this East Side

Co. subscribed six shares in a capital stock of seventy two thousand five hundred shares—six hundred dollars in a capital of seven millions two hundred and fifty thousand dollars and then these ingenious gentlemen passed a resolution authorizing Governor George L. Woods, as Chairman of the little coterie, to subscribe seven million dollars for the Company, before the Company has a legal existence. The Statute of Oregon requires that one half the capital stock (which would be in the case \$3,675,000) shall be subscribed before an election of Directors. This East Side has a Board of Directors, and the public are therefore warranted in believing that the sum of \$3,675,000 has been subscribed by a person or persons who can be sued for that amount, as stockholders. And this is the responsibility which the law attempts to provide to the creditors of the Company. Now in this case, if a creditor fails to find property of the Company, he can only find six hundred dollars of subscribed stock liable to pay his debt, instead of the sum of \$3,675,000; and in this dodge of the East Side, we see a deliberate attempt to deceive the public, if not defraud it.

In proof of the above we are permitted and authorized to refer to the late Vice President of the East Side Company, Dr. A. M. Loryea, of Portland, Oregon, and to ex-Gov. Gibbs, of the same place, and to Col. James K. Kelley, of Dalles City, Oregon, all of whom have read said Company's stock book.

It may be replied that the Courts have passed upon this organization and pronounced it good, in an attempt to test the same by action of Quo Warranto. We deny

that the Court pronounced their organization good. "Leave" was asked of the Circuit Judge of the third Judicial District, to bring such an action, and the Judge having the "discretion" to grant or refuse the "Leave," refused the same, but did not pass upon the legality of the East Side Organization. He dismissed the application for "Leave," by stating "The public interest does not require the East Side Company 'to be broken up,' " very plainly intimating a defective corporate organization. This refusal for "Leave" was then taken to the Supreme Court, and that Court decided that "it was not an appealable question," and said nothing about the corporate organization of any Company.

The East Side Company have no corporate organization that will stand an examination in court, and cannot even "appropriate" the right of way through any man's land, if resisted; and hence they have passed over so much land on their line without grading their road, the right of way having in such cases been refused.

The only fact on which they can base any claim, is their designation by the Legislature of 1868. This they refer to with every trumpet. It amounts to nothing. It comes too late. It is evidence of nothing. It is well-known to the people of Oregon that that designation was purchased.

As to equitable rights, they have not a particle. Their concern is not an Oregon Institution. The people of Oregon have repudiated them, as witness the following facts:



1st. They tried to get the endorsement of the City of Portland, in the way of a pledge of interest on \$250,000 of their bonds, similar to West Side Company, and the people and the City Council repudiated them.

2d. They tried a similar move at Oregon City, for interest on \$50,000, and the people and City Council there repudiated that.

3d. They tried a similar move at Salem, the headquarters of their Company, for interest on \$100,000, and that met with a similar death.

4th. They tried a similar move at Eugene City, for interest on \$20,000, and that was killed.

5th. They tried ten cent subscriptions (ten per cent. only to be asked for on their stock) all along their route, and that was a disgraceful failure.

They have got nothing from the people of Oregon. Their whole concern has been regarded with suspicion and distrust from the first. What work that has been done, grading in spots here and there over a level country and completing nothing, has been done with the money of Ben Holladay. It is his speculation, his venture, and if it fails to-day, not a single Oregonian would lose a dollar by crediting the East Side Company themselves as no person in this State has ever been willing to trust them as a Corporation.

They parade a long list of "Honorable" as Directors. This is no badge of a business concern. They are put in only to create local and political sentiment in their

favor, and not for pecuniary aid or business services rendered. Not one of them have contributed a dollar towards the actual construction of a Railroad in Oregon, but stand off at a safe distance and hurl their pamphlets at men in the West Side Company who have paid out their money by hundreds of thousands of dollars for the development of the State.

### THE ROUTE OF THE ROADS.

The East Siders take exception to the route of the West Side Road; and as usual misrepresent it. Our Road commences in the City of Portland, our first bridge being inside the City limits and costing twelve thousand dollars; thence southerly three miles, thence West about twenty-five miles, in order to turn the southwest end of the Chehalem mountains; thence nearly due South, "through the Willamette, Umpqua and Rogue River Valleys" to the State line. The East Side pamphlet asserts that our line "runs through the Chehalem and not through the Willamette Valley." This statement was intended for Eastern consumption, and presumes on great ignorance at that, and is a fair specimen of their entire pamphlet. The Chehalem valley is a little valley in Yamhill County, ten miles long and two or three wide, varying; and our road does not pass through it, but at right angles to and near the head of it, but not in it at any point. The Chehalem is a part of the great Willamette valley, just as any one of the thousand little creeks which run into the "Father of Waters"

is part of the Mississippi valley; and this statement of the East Siders about the Chehalem valley betrays either gross ignorance of Oregon or such a weakness in the discussion, as places them in the position of drowning men grasping at straws. What would they think if we should assert that their road does not run through the Willamette valley because it runs up Mill Creek?

The East Side road does not comply with the route of the Act of Congress, because it commences at East Portland, across the Willamette river, instead of "Portland," on the West side, and which river cannot be bridged except by special license from Congress, and then create an obstruction to the navigation of a magnificent river, in the very harbor of the City of Portland, the only commercial depot in the State, a result Congress never intended to bring about by the Act of July 25th, 1866, granting the land.

The West Side road is located on the best and most practical route, southerly from the City of Portland. It might be constructed up the West side of the Willamette river, through the Chehalem mountains, but at a cost impractical at the present time; and then it would be carried as far West in forty miles as it is when it turns due South near Hillsboro. The Willamette valley bears to the West, from the City of Portland, and Salem on the East side, touched by the East Side Road, is actually twenty miles West of Portland. Both East, and West side roads bear to the West from the City of Portland, because the course of the Willamette valley compels them; but the difference is this: the West Side Road

makes its "westings" soon after leaving Portland, while the East Side Road runs West more gradually. The West Side has this advantage, that the first twenty miles take it into the heart of the rich Tualitin valley and prairies, and gives it a monopoly of the trade of a vast region of not less than one million acres, and also gives it two hundred thousand acres of land yet vacant, worth, according to the estimate of the County Surveyor of Washington County, ample enough to pay for the first twenty miles of road; while on the other hand, the first thirty miles of the East Side Roads winds along the banks and around the projecting rocks of the East bank of the Willamette river, and through a rough and unproductive region not developing a single acre of land, and in constant competition with a river always navigable, and not within available distance of any public land, and this last item may be applied to both roads the whole distance through the Willamette valley; both items showing that the West Side Road has a paying route, and offers a good and safe field for the capitalist and investor, while the East side does not.

The West side of the Willamette river contains half a million acres more surveyed agricultural lands than the East side, and the West Side Road runs through the heart of the great Willamette valley—the "Chehalem" valley to the contrary notwithstanding.

THE EAST SIDERS ADMIT OUR RIGHTS AND PRIOR ORGANIZATION, AND TRY TO CAPTURE THE SAME BY CORRUPT MEANS. TESTIMONY OF JAMES P. FLINT AND J. H. MITCHELL.

James P. Flint, Esq., of San Francisco, of the firm of Flint, Peabody & Co., of San Francisco and Boston, at one time owned a tenth interest in the East side enterprise. Being a man of business, and seeing the importance of getting control of the West Side Company, in February, 1868, he wrote the following letter to Mr. N. P. Perine, who also owned a tenth interest, and who had come up to Oregon from San Francisco, to look after their interests. The following is the letter, italics being ours:

San Francisco, February 22d, 1868.

Mr. Perine—

Dear Sir:—You have two most important points to make on your visit to Oregon, first *to get possession of the original organization of the Oregon Central Rail Road, either by disorganization, or it would be far better to have that assigned to your Company, this is most important.* Second, to harmonize all parties in the State in favor of your Company, even if you have to *buy them.* I have told Mr. Reed that I should advise an *amount of stock to be given to such parties as are most influential;* he named preferred stock, but I told him that could not be given as it was required to build the road, as much so as the Bonds. I do not think it

necessary for you to give one dollar of the preferred stock, but the *common stock* you can afford to give, and to the *right parties* I should do so *most liberally*. You can easily show that the preferred stock must help and must be kept especially for the raising of funds to help build the Road. I think I have satisfied Reed of this. *You must hold up the idea of the value of the stock* and that it will pay in a year or two, after the Road is completed, and I think he feels that it will be so.

You ought to have the help and good feeling of the whole State to go on smoothly; you will want the assistance of the next Legislature beyond a doubt, and this must be had.

Truly I remain yours,

JAMES P. FLINT.

In obedience to this letter, we soon thereafter find the East Siders giving away their stock "most liberally;" fifty thousand dollars to a single person, for the bare "use of his name" being but a trifle to the liberal East Siders; and their modest! Board of Six Directors soon expands into the colossal proportions of a "Mississippi scheme" with twenty-one Directors, (equally divided in politics,) having subscribed each one hundred dollars, and receiving in return \$50,000 stock, and not "out" a farthing. Oh! how precious are their equitable rights.

We add, that Mr. Flint and his Oregon colleagues did not "get possession of the original organization of the Oregon Central Railroad," either by "disorganiza-



tion" or "assignment," although they sought to do so with lawsuits and "common stock" "most liberally".

On this point, we will now offer the testimony of J. H. Mitchell, their Attorney, the author of their last pamphlet, and principal "spokesman." When the East Siders were about incorporating their Company, the President of the West Side Company wrote to Mitchell, as one of the original Incorporators, apprising him of the facts. The East Siders also wrote to him, pressing him to go into the Company then forming by them in April 1867. The promoters of the East Side Company had told Mitchell all their objections to Gaston, "the obscure Notary of Salem," and the West Side Company, and all the pretended frauds about which they now howl in their pamphlet. They thought it important to have Mitchell with them, and of course used all means, including offers of stock "most liberally" to secure him; and after all their letters and personal statements from Elliot and others, all the pretended frauds in the West Side having been committed, Mitchell wrote a letter to "the obscure Notary," Gaston, April 26th, 1867, of which the following is an extract:

"I have been pressed hard to go into the new organization. I have not done so, nor do I intend to. I must confess I do not see the necessity at present for a new company, and I have so distinctly stated to those engaged in getting it up."

Now then, with all the facts of the old organization, all the charges of its enemies, the Salem clique,

before him, and after making this positive statement, how does it come that J. H. Mitchell does go into the East Side Company and become its chief advocate. That is explained by himself as follows: About the first of May, 1867, "Gaston, the obscure Notary," went to Portland to see J. H. Mitchell and others about this Railroad business. While there Mitchell repeated to Gaston the above statement in his letter of April 26th, and also stated that Elliot, Moores and Gov. Woods had all been to see him and to press him into their new Company, saying they had made him "large offers," and wound up the conversation by declaring that he "would go into the company in which he thought he could make the most money." "Inasmuch as the West Side Company had no unassessable stock to offer, (and did not consider his name or services worth any if they had,) Mitchell yielded to the "pressure" of "common stock, most liberally," and was thus enabled to "see the necessity for a new company"—and thus we track up one by one, the traitors to the old Company, and find them deserting the peace, prospects and interests of the State, consistent only in the one selfish motive of getting "common stock" "most liberally" in the East Side Company, without rendering to the country or the corporation one single valuable consideration therefor.

#### BAYLEY'S RESOLUTION NO. 14.

The East Siders attempt to make capital out of this Resolution, introduced into the late Oregon Senate by

Senator Bayley, of Benton County. While they pretend to give a copy of the Senate Journal in relation to this matter which is duly certified by Secretary May to be all of the Journal, they leave the Resolution itself out. The play of Hamlet, with Hamlet left out, would not be a worse specimen of unfair garbling than this. The rules of evidence will construe such suppressions against the party making the reference; and so it is in this case. When the Resolution is presented, it shows that the West Side Company asked the passage of Bayley's Resolution for the mere purpose of settling doubts in the public mind, and not for the purpose of securing thereby any legal or equitable rights. The West Side Company did not admit that the Legislature of 1868 could confer any rights in this matter at all, as the following copy of the Resolution itself shows. After reciting the Act of Congress and the subsequent Legislation in Oregon, and the progress of the Company after their designation by the Legislature of 1866, in a Preamble, the Resolution says:

“Therefore, in order to remove all doubts in the public mind, it is hereby resolved by the Senate, the House concurring that the Oregon Central Railroad Company of Portland, Oregon, is and was the Company designated and intended to be designated by said House Joint Resolution No. 13, of 1866, and that this Legislative Assembly does hereby re-affirm said designation, and does re-designate and re-affirm them, the said Oregon Central Railroad Company of Portland, Oregon, to receive all the benefits and lands granted by said Act of

Congress, so far as the same relates to the State of Oregon.”

#### SECRETARY MAY'S LEGAL OPINION—

Among the thousand and one reckless charges made by the Salem Company, is the one that Gaston was not a Notary Public, Nov. 16th, 1866: and Secretary May is swift to give his decision in the matter. Inasmuch as May is neither the dispenser of charters nor the expounder of laws, his judicial opinion will not generally unsettle corporate rights in Oregon. The East Side Company stirred up an action of Quo Warranto on this very small point, and when Judge Upton of the 4th Judicial Circuit, decided that the filing of the Notarial oath and bond, was a material part of the Notarial office, and not having been done until Jan. 1864. (facts which Sec. May forgets (?) to certify to), it was more than probable that Gaston's term of office commenced in January and not in October, and therefore the East Side, Lawyers dismissed their own case at their own cost, (see Gov. Gibbs certificate hereto attached). I might here introduce the legal opinion of Judge Chenoweth, one of the Directors of the East Side Co. given in a letter to our “Dear Governor,” dated Dec. 17th, 1866, in which Chenoweth asserts that all of Gaston's acts as Notary, in the organization of our Company, were perfectly good and valid, if his opinion was worth the room it would take to write it down.

**GASTON'S UNASSESSABLE STOCK**—The East Siders have kept up an immense howl about this

for the past two years. The statement is absolutely false, and the East Side directors know it. There is not a single dollar of unassessable stock in the West Side Company—but there is two millions of such stock in the East Side Company, without the authority of law—and the President of the East Side Company dare not deny it.

“WILD CAT BONDS”—While on the subject of East Side unassessable stock, we may here call the attention of capitalists and investors to the condition of their Bonds and Mortgage. Up until Oct. 1868, the Mortgage to secure the East Side Bonds had not been recorded in Oregon, according to law, and when asked about the matter, S. N. Terry, one of their Trustees, had no knowledge of the mortgage whatever, showing that no means whatever had been used to protect the Bondholders. But far worse than this, we are informed by Dr. Loryea, their late Vice President, that their business had got into such confusion that neither their Secretary nor President could tell how many bonds had been issued; and that there were hundreds of these Bonds scattered around, one parcel with a Banker in Portland, Oregon, another at a Bank in New York, (names will be furnished on application to Dr. Loryea,) over which the Company had lost the control, and had not a dollar to show for them, owing to their reckless manner of issuing.

Let capitalists and investors in Oregon Railroad Bonds, be careful they do not dabble in anything labeled

at Salem, Oregon.

**MERGER OF NO. 2 AND 3.**—The East Side pamphlet shows that they have incorporated two Companies in the same name, in addition to the West Side Company. In this last pamphlet it is claimed that No. 2 and 3 were, merged in these words: “regarding the Articles filed by Gaston as illegal, fraudulent, and void, it was thought best by the corporators in said Company (No. 2) to merge said corporation in a new Company, by filing new Articles, that might be in all respects legal and free from fraud.” In their pamphlet issued in May, 1868, they refer to the same matter, and there they say, “with a full knowledge of all the facts in the case, the Articles of Incorporation filed Nov. 17” (No. 2) were abandoned, because they were not deemed sufficient for the purpose in view, and in preference to amending them, new Articles were filed April 22d, 1867, (No. 3).

Now which statement is to be believed? They state one truth in each. It is true that they abandoned No. 2, as stated in their pamphlet of May 1868; and it is also true that it (No. 2) was an illegal and fraudulent filing of papers as unwittingly admitted in their pamphlet of Nov. 1868, as was also their subsequent Articles of April 22d, 1867, for the reason, that every man in the concern well knew at the time of their action, that the corporate name and franchises of the Oregon Central Railroad Company justly belonged to another and prior organization, and they were engaging in a venture, not for the public good, but for the express purpose of breaking down another corporation and appropriating its rights



and benefits to their own selfish aggrandizement.

**AMOUNT OF WORK DONE,**—The East Side Company boast wonderfully of the amount of work they have performed. This is immaterial in the settlement of the rights of the rival parties. But if the facts were important, we could prove by Engineer's estimates that the West Side Company has performed the most work: but it is not spread along for fifty miles, and nothing finished. Parties in the East desiring to be informed on this point, are respectfully referred, to P. C. Brinck, Esq., Vice President of the National Iron Co., 410 Walnut St., Philadelphia, as Mr. Brinck passed over the work of both roads in Oct. 1868.

**SECRET FRAUDULENT AGREEMENT,  
AND OTHER HORRIBLE FRAUDS, GOV-  
ERNOR WOODS ON THE STAND; WITH  
CERTIFICATES OF MESSRS. GIBBS AND  
MULKEY.**

The East Side Company have for a long time kept up an incessant clamor, of the "Stop thief" style, about a certain agreement which was entered into between "This man Gaston" and five others about the time of organizing the Company. By reference to the history of the Company, hereinafter, it will be seen that none of the men connected with the East Side Company were willing to advance a dollar to promote the enterprise. Their plan of a Railroad through Oregon, from Secretary

Sam Clarke, down to Lawyer Mitchell and President Moores, was wholly and entirely a paper affair, got up on "Wild Cat" principles, which should first pay them one million dollars preferred unassessable interest bearing stock, without a farthing consideration therefor, and then "tear" into the bowels of farmers of Oregon, and such gudgeous as they might deceive with their Bonds in the Eastern States, to get funds to make their "crib" valuable. Acting on this principle, they actually printed Bonds for many hundred thousand dollars, purporting on their face to be secured by a mortgage on a Railroad through the Willamette Valley, and had the hardihood to ask ex-Gov. Gibbs and W. S. Ladd Esq to certify to this arrant falsehood; but failing in this, and finding two other men who would certify, they put their Bonds on the money markets of the East, without having their mortgage recorded or ever delivered to their trustees.

Believing that such a course of conduct was not legitimate, and that money was necessary to build a Railroad, I resolved to give any capitalist a chance to invest his money in the enterprise, if so disposed. By reference to the history of the Company, hereinafter, the reader will see the circumstances which took me to Portland about the 12th of Nov., 1866. Here I found four capitalists who were willing to invest their money in the enterprise, and put in money enough to secure the construction of twenty miles of railroad during the summer of 1867, provided they were allowed to control their investment. Glad to find men who were willing to do something more than talk about "unassessable stock,"

and believing I was doing the best thing for the enterprise and the country, I made an agreement with them, giving them the control of their investment, and obliging them to advance a large amount of money to push the work. It was deemed best to keep the matter from the knowledge of the Salem party, who were so hungry for unassessable stock, as their aim would be to defeat it, and with it the enterprise itself, and for this purpose only was the matter not made public at the time, the propriety of the course being more than justified by subsequent events.

This was the substance of this agreement, which was abandoned and destroyed before the organization of our Company. If it had not been thwarted by the malign efforts of the Salem party, twenty miles of Railroad would have been constructed in 1867, and ere this the cars would have been running to the head of the Willamette Valley. But the matter coming to the ears of the Salem party, they set to work to defeat the arrangement by getting up their first Company (O.C.R. R.Co. No. 2): "and thereby hangs a tale" which I now propose to tell.

During the progress of the Railroad legislation in 1866, one of the Incorporators of our Company, a man with a little political success, and just placed in a position of influence, had occasion to go from Portland to Salem, and by courtesy, was carried up in the private carriage of a leading capitalist of the former City. Along the way the conversation naturally fell upon legislative matters, and then upon the proposed Railroad

legislation. And during this conversation our political friend, used the following words, in substance (which I have had license to use to their author,) by the way of a proposition.

“Now I have been elected to the office of Governor and shall hold the office for four years, I have never yet had an opportunity to make any money, but my position and influence with the Legislature would enable me to do so. But I have no money myself, and will have to connect myself with men who have money, and if any public enterprise comes up, I want you (the capitalist) to understand that if there is any money in it, I can and will use my influence to make money for myself and those with whom I am connected.”

Whether his traveling companion assented to this proposition to “sell out” the interests of the State to make money for this hungry politician, I do not know; but I do know that the same politician about Nov. 10th gave me letters of introduction to this capitalist in Portland. And further, this same politician agreed with me that if I secured a contract to construct the Railroad, on my visit to Portland, he should be a party and I should write him or telegraph him to come to Portland to sign any papers; and that after I secured the agreement above, I wrote to this politician to come down and sign the contract, and he took my confidential letter and showed it to I. R. Moores, and Moores immediately incorporated Co. No. 2, and after I returned to Salem, this politician, who had infamously betrayed his friends in the exhibition of their private letters, went with me

in the Counting room of Dodd's Hardware store, and after carefully reading the agreement, signed his name thereto, willing to pocket the money of the men who were relying on his honor, but whom, he was at that very time conspiring with their enemies, to rob. (I am particular to give a detailed account of this, because the gentleman has told Gov. Gibbs, Judge Hill and others, that he signed the paper in his office without reading it.) This is the "inside" history of this terrible secret agreement, secret only to the enemies of the Railroad and the author of it, the traitor to it, and the man who has shown himself devoid of all honor, willing to both rob and betray his friends, that man is George L. Woods, one of the Incorporators, the first President, and now a Director in this East Side Holladay Railroad Co. which issues a pamphlet denouncing his own acts to be the fraud of others. Such a chapter of perfidy can be scarcely found in the annals of infamy; and if I cannot, when he reads this paragraph, shame him into some remorse for his dishonorable course in this matter, I will at least."

"Put a whip in every honest hand

To lash him naked through the land."

The East Side Company have this, another traitor to the old Company, and the benefit of his treachery, and they are welcome to both. The contract they publish in their pamphlet is neither a full copy nor a truthful one, and it has never been so admitted at Corvallis, or anywhere else.



From this conduct of Woods, (bought up with the "common stock, most liberally") the public can see what kind of a party it is that has issued the last East Side pamphlet, charging frauds upon others. It would probably be too severe a compliment, and might subject the author to an action of libel to be mulct in heavy damages, to say that Woods is a fair sample of the East Side Directors who have issued their pamphlet, but really with this statement, unchallenged, and it dare not be, I should think some of them would think of following the example of Loryea and others, and resign.

All the pretended fraud and illegalities charged by the East Side Company, have been by themselves brought into Court, and they have ignominiously backed out from an investigation of their own vile slanders, and for the proof of which I refer the reader to the following official statements of Messrs. Gibbs and Mulkey:

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) SS

Jan. 6th, 1869.

I hereby certify that in April, 1868, I was the District Attorney of the Fourth Judicial District of the State of Oregon, and it was my duty as such officer, to prosecute all actions against private corporations, to dissolve their corporate existence. That at that time, J. H. Mitchell, as Attorney for the so-called East Side Railroad Company, applied to me to have an action commenced against the Oregon Central Railroad Company of Portland, (or West Side Company) and presented



as a basis for such action, a complaint subscribed and sworn to by I. R. Moores, President of the East Side Company; which complaint charged that the West Side Company was illegally acting as a corporation, and charged gross frauds, irregularities and illegalities in the incorporation of said West Side Company, among other things specifying the "Secret, Fraudulent Agreement," substantially as set forth in the pamphlet of said East Side Company, dated November 25th, 1868; and charged that J. Gaston was not a Notary Public at the time he certified the acknowledgment to the West Side Company's Articles of Incorporation; and that one-half of the capital stock of the West Side Company had been fraudulently subscribed by J. Gaston. Upon this complaint I commenced the action to dissolve the corporate existence of said West Side Company, in the Circuit Court for the County of Multnomah, as District Attorney, and the said J. H. Mitchell, Attorney for the East Side Company, appeared with me, and conducted the action for the prosecution. And that within a few days after the commencement of said action the Attorneys of the West Side Company met the said Mitchell before the Judge of said Court at Chambers in my presence and then and there proposed to investigate the said charges in said complaint immediately, or as soon as the prosecution could get ready for trial, WHICH PROPOSITION MR. MITCHELL DECLINED. That at the expiration of my term of office, July 1st, 1868, I turned said action over with the other business of the office to my successor, A. C. Gibbs.

Portland, Oregon, Jan. 9, 1869.

TO WHOM IT MAY CONCERN:

I have been shown the above statement of M. F. Mulkey, late District Attorney, dated Jan. 6th, 1869, in relation to an action brought in the name of the State against the Oregon Central Railroad Company (West Side) and add: that I was one of the Attorneys for the "West Side" Co. before I was elected District Attorney, and that I know the above statement of M. F. Mulkey is true. That J. H. Mitchell was acting in behalf of the State, and as Attorney for the East Side Co. in said Action, and that I continued to act for the "West Side" Co. That after said action was commenced, and answer filed, a very large number of dilatory motions were filed by Mitchell, and at last he made a motion to continue the case, which motion, Defendant's Attorneys being ready for trial, opposed, and said motion was overruled, whereupon Plaintiff's Attorney, Mitchell, dismissed the action at cost of Plaintiff. Throughout the pendency of the action, the "West Side" Co. continually demanded and pressed for a speedy and thorough examination of the charges alleged; and in my opinion, the Plaintiff's Attorney Mitchell, would not have dismissed said Action if he had not been satisfied by the decision of the Court upon the demurrer to the answer, and upon the motions referred to, that the Plaintiffs had no possible chance of maintaining their action upon the final hearing.

ADDISON C. GIBBS,  
District Attorney.

It was not evident from this, that the action referred to was nothing more than a "malicious prosecution," while the ignominious retreat from an examination of their oft repeated charges against the West Side Co. shows them to be utterly without foundation.

### HISTORY OF THE ORGANIZATION OF THE OREGON CENTRAL RAILROAD COMPANY.

The Salem Company pretends to give a history of the organization of the West Side Company. They say that "a number of gentlemen conceived the idea of associating themselves together as a corporation under the name of the Oregon Central Railroad Company." The facts are as follows, and to be truthful and intelligible, require a degree of personal history not allowable under any other circumstances. After seeing the provisions of the Act of Congress granting lands, the undersigned resolved to organize a corporation to receive the grant.

He is the author of the name "Oregon Central Railroad Company," and drew up the Articles of Incorporation. They were presented first to J. S. Smith and I. R. Moores, on Sept. 29th, 1866, who signed them at once, as with these two gentlemen, but with no others signing, there had been some previous consultation. They were presented next to J. H. Mitchell, who at first declined to have anything to do with the matter, on the ground that he was unable to aid it with money, but

afterwards signed with the express agreement that he was not to be asked to contribute any money. Judge Shattuck then signed them, with the same agreement as to money, and with the stipulation that I would get John McCracken, Mr. Ladd in Portland to sign them. Jesse Applegate, F. A. Chenoweth and Joel Palmer then signed. I then presented them to Hon. H. W. Corbett, U. S. Senator. I had several interviews with Mr. Corbett, and he hesitated long before taking hold of the matter, on the ground that he did not want to go into matters which might fail, and he had doubts of this. He also objected to a secret agreement (explained hereafter,) which Mr. Moores and Sam. Clarke were proposing; but on my assurances that this secret agreement should be repudiated, and that W. S. Ladd, J. C. Ainsworth, R. R. Thompson, S. G. Reed and Henry Failing of Portland, should be requested to go into the Corporation, as they were capitalists interested in the country in whom he had confidence, he signed the Articles.

On the 6th day of October, 1866, four days before the passage in the Legislature of the Joint Resolution, No. 13, designating the Company to receive the Land Grant, I took the Articles of Incorporation to Samuel E. May, Secretary of State, handed them to him in his office, and requested him to file them according to law. He took one copy and wrote a filing of that date in pencil on the back of it, instead of filing it in ink. I told the Secretary I desired to have other names added. He handed me back the papers. I told persons that they had been filed; the Secretary of State told other

persons the same thing—and they were filed in fact and in law, Oct. 6th, 1866.

Mr. Melvin was requested to sign the papers because he was an active working man, and had some experience in Railroads. Gov. Woods was allowed to sign the papers because he desired to do so, and requested that privilege.

Soon after the adjournment of the Legislature, I had talk with I. R. Moores, (the present President of the East Side Company,) in relation to organizing the Company. Mr. Moores opposed any canvass among the people before electing Directors, as wholly useless and absurd. I proposed a meeting of the Incorporators, and for that purpose suggested a notice in the Oregonian, calling a public meeting of the Incorporators. Mr. Moores did not favor it, and I could not understand his motive. Soon after I learned from letters from two of the Incorporators that Mr. Sam. Clark had privately written to all the Incorporators to get their proxy to Mr. Moores to open the Stock Books. If successful, this move would have given Clark and Moores control of the Corporation. I wrote to the Incorporators in relation to the matter and General Palmer, and some others of them withdrew their proxies, leaving Clark and Moores without power to do any harm; and here was the commencement of the war waged by Moores, Clark and others in the East Side Company against myself for the past two years.

As soon as I learned (about Nov. 7th") that Moores



and Clark were engaged in this underhand game to get control—Commenced and pushed by them while they knew the exact condition of the Articles of Incorporation, as Moores was himself Assistant Sec. of State—I went to Corvallis and had a conference with F. A. Chenoweth, now a Director in the East Side Co. and Chenoweth, assisted in preparing a power of Attorney authorizing myself to open the stock books, being the first man to sign the document. Coming back to Salem, I called Mr. Moores into Gov. Wood's office and asked him to sign my authority. He declined on the ground that he was opposed to the "Barry Survey," which this document proposed to pay for with stock. Having some words at that time, it was agreed that we should meet in the Governor's office that evening Nov. 10th. We met, I. R. Moores, J. S. Smith, Sam A. Clark, Gov. Woods and myself being present. Considerable talk had. The condition of the Articles of Incorporation were referred to. Gov. Woods and myself favored taking into the Company, the Portland men named by Senator Corbett. The others did not favor it and Clark violently opposed it. But it was then and there agreed that I should go to Portland the next day and see the Portland men "and get them" "interested" in the Company. I did not go the next day, as the Agent and representative of all the persons then in the Corporation; and without instructions as to the way the "Portland men" should become "interested." Gov. Woods had prior to this, got up a scheme to interest them which has been explained under the head of "Secret Fraudu-



lent Agreement.” The Governor gave me letters to a Portland Capitalist, and I made arrangements with certain of the Portland Incorporators to advance a large amount of money to start the enterprise, got their signatures to the Articles of Incorporation, returned to Salem and handed the papers to Secretary May at the Post Office on the morning of Nov. 21st, and he went to his office and unlawfully filed them of that date instead of leaving his original filing of Oct. 6th, stand.

While I was absent in Portland, Mr. Moores, Smith and E. N. Cooke (a new man) filed Articles for Company No. 2, and when I discovered it an explanation was demanded, and I was told by Mr. Moores they had filed “them” in order to preserve the rights of the Corporation, as they had been informed that I had destroyed the original Articles in Portland, and got up new ones.” This they discovered to be false from the replacement of the original papers, and a meeting of all the old and new Incorporators was called to meet at Salem on Dec. 18th, 1866. At this meeting I. R. Moores, Sam Clark, J. S. Smith, E. N. Cook and myself were present. I had also proxies of the Portland Incorporators, including J. H. Mitchell, and could have “run” the meeting if so pleased—but nothing was done at all.

Mr. Smith and Cooke were then on the eve of going to Europe, and as it seemed impossible to get the Salem men to do anything, I prepared to open the Stock Books and canvass the valley for stock. Fourteen of the eighteen Incorporators authorized me in writing, about Jan. 1st, 1867, to open the Stock Books, and of these four-

teen, six were of the first ten known to the public, to wit: H. W. Corbett per W. S. Ladd, proxy, J. H. Mitchell, S. Ellsworth, Joel Palmer, F. A. Chenoweth and E. R. Geary; and of these six, three only of the first ten have been induced by unassessable stock to go into the Holladay or East Side Company.

Thus matters stood until April, 1867, when I had prepared printed posters and subscription Books, proposing to the people of both sides of the Willamette valley, to take stock generally, and the side of the river which should subscribe the most should have the road. This coming to the ears of I. R. Moores, he came to me and threatened to issue his "Protest" against the whole matter, and went all around and circulated that he believed I was trying to swindle the people. (We will show Mr. Moores presently where the "swindle" comes in).

About the same time, April 15th, 1867, Mr. S. G. Elliot and T. R. Brooks appeared at Salem, and going to Moores and Clark, they soon got up Company No. 3, now known as "The Holladay or East Side Company." Learning their intention of getting up a new company, I went to J. H. Moores of Salem, one of their Incorporators and now a director, and expostulated with him as to the propriety of such a course. I then told him that if they would wait until I could consult the Incorporators of the old Company, I would abandon it if they so advised. I also told Mr. Moores that if the other Incorporators would agree, Mr. Elliot

could use the old organization for his purposes; but not to do anything without some arrangement of the matter, as the organization of a new Company in the same name would result in all the strife, litigation and injury to the State which has since come to pass.

After this, I. R. Moores came to me and offered to take me into the new Company, give me an office in the concern and a share in "some other things," if I would throw away "the old papers." All this I declined to do, unless directed by the Incorporators of the old Company; and I therefore notified all parties of these proceedings; and Mr. Moores, instead of getting in all the old Incorporators, got up his Company with but four names, to wit: I. R. Moores, J. H. Moores, Samuel A. Clark and George L. Woods, two only being Incorporators in the old Company, and he using the names of Smith and E. N. Cooke, who were then in Europe, and S. Ellsworth who was at Eugene City, and filing no authority for using the names of these absentees.

It being necessary to legally organize our Company to enable it to protect its rights from the infringements of this third Company, I took the responsibility of subscribing one half the capital stock in a legal manner, and a Board of Directors were elected. Soon after I commenced canvassing for Stock on the West side of the river, and the Salem Company commenced their war of slander and vituperation, to prevent the people supporting my efforts, and to "crush Gaston," as they expressed it, but the crushing process has not yet

proved a success. Instead of their "conceiving the idea of forming the Corporation, and giving me the Articles to certify," it was the reverse. Not a man in the East Side Company ever had the Articles in his possession, save at the moment of attaching their signatures; and not a single man in that Company would ever agree to give me one dollar to defray even contingent expenses, saying nothing of aiding otherwise, to save this Land Grant to the State of Oregon. They wanted nothing to do with it unless they could "grab" a million dollars of unassessable Stack, to be made valuable by the labor and money of others. The entire expense of securing all the legislation of 1866, of all the printing, traveling expenses, and of getting up the Corporation, devolved upon, and was paid by the President of the West Side Company, while Moores, Mitchell & Co., would pay nothing, but now turn around and ignobly talk about "poverty" and "obscurity".

Their pamphlet shows that it was S. Ellsworth, who moved its adoption by their Board, making all these false statements, and it may be interesting to the public to see just how much interest, and at whose solicitation Mr. Ellsworth's name was connected with the enterprise, and for that purpose I submit the following letter:

Eugene City, September 26th, 1866.

J. GASTON, Esq.,

*Dear Sir:*—Of Course I cannot know the details of your plan of R. R. Bill; but placing confidence

in *you*, I have no objection to your making use of my name as Incorporator if you think best, in connection with such names as *your own* and those *you* designate in your letter, and to that end, I hereby authorize and empower you to use my name as if personally present and acting in that behalf.

Yours very respectfully,

S. ELLSWORTH."

(The italics are ours.) How does that compare with Mr. Ellsworth's charge that "they conceived the idea and gave me the Articles?" Mr. E. was then willing to be associated with "the obscure Notary Public of Salem," and permit him to use his name, and even designate all the other Incorporators, which last thing the "obscure Notary" did, receiving counsel from no man but Senator Corbett and Judge Shattuck; and Messrs. I. R. Moores, J. H. Mitchell, George L. Woods, S. Ellsworth and F. A. Chenoweth, who now lead in making those charges of obscurity, and claim themselves to have originated this Corporation, owe it entirely to the "obscure Notary of Salem," that they were ever named in connection with the enterprise. The origin of the enterprise dates farther back than the Articles of Incorporation of our Company. The President of the West Side Company has devoted a great deal of his time to the matter since September 1863, as Ex-Senators Harding and Nezsmith, and Senators Williams and Corbett of Oregon, and Ex-Representatives McBride, of Oregon, and Bidwell of California, and Senator Cole, of



California, are well aware. On this point, S. G. Elliot, one of the leading spirits in the East Side Company furnishes his testimony in a letter to Gaston, dated March 19th, 1866, in which Mr. Elliot says, "as you were the only reliable active man moving in the matter in Oregon, and not being able to travel abroad, our Company (the Cal. & Ogn. Co.,) concluded to take some steps &c." Gov. George L. Woods, another East Side Director, claiming the credit of originating this enterprise, and denouncing "obscurity" on others, recommended the "obscure Notary" of the West Side Company, in a letter of introduction to a capitalist of Portland, Nov. 10th, 1866, as "a gentlemen who had been engaged in pushing this enterprise for several years, and had done more than all others to secure the present prospects of success &c." The Governor having availed himself of the services of "this man Gaston" to write his Railroad Message to the Legislature of 1866, had at least one reason for bestowing an unasked for compliment, and one reason why he should not now turn upon the "obscure Notary of Salem," to cowardly denounce him with poverty that "worst of crimes."

Another Director of this East Side Company engages in this crusade against the "obscure Notary," with very little excuse—the Rev. J. H. D. Henderson. Mr. Henderson will remember that when he was a candidate for Congress in 1864, the "obscure Notary" was then Editor of the Jacksonville Sentinel; and this Railroad question, then in its incipiency, was sought to be made a question against him in Southern Oregon. I



had then committed myself to the project and desired that the candidate I favored should be my friend on this Railroad question, if elected. Mr. Henderson then pledged me his support in this matter. He afterwards furnished me the statistics for Lane County, for "Barry's Railroad Report," which was published by myself. Mr. H. knows full well that the origin of this Railroad is not with his colleagues in the East Side Company; and in addition to the cause of truth and justice, which ministers of the Gospel are supposed to serve, he had the further reason of accepting the "obscure Notary's" hospitality, his political support and seventy dollars in gold coin as a gratuity from him at Jacksonville, to have induced him at least to have withheld his voice from this East Side pamphlet. The Parson has also doubtless forgotten his letter of Jan. 24th, 1866, from Washington City, addressed to the "obscure Notary" while Editor of the Oregon Statesman, in which he recounts his many valuable services to his country, including his labors for the railroad, as an inducement why the "obscure Notary" should use his efforts to secure Henderson's re-nomination to Congress. Life is indeed a checkered path, and it is refreshing to see Parson Henderson pocketing Gaston's money at Jacksonville to pay his traveling expenses, from very poverty, begging his influence for a re-nomination, and then (Alas! for the weakness of human nature) turning upon his old friend charge to him with obscurity and poverty in order to get "Common Stock" in the East Side Company "most liberally".

The "obscure Notary of Salem" cares nothing for

the supposed credit of originating this enterprise, and would not refer to it or notice the contemptible flings of "poverty and obscurity," were it not that these East side gentlemen, who are entitled to no credit whatever in the matter, now seek to make their accidental connection with the Company an equity in favor of the East Side or Holladay claim to the Land Grant. This is a full history of the origin and organization of the Oregon Central Railroad Company and this is the "sum of my offending."

## ORIGIN AND HISTORY OF THE HOLLADAY COMPANY.

This is O. C. R. R. Co. No. 3, now operating on the East Side of the Willamette river, and called the Holladay Co. because Ben Holladay owns the concern in toto, and directs all its affairs, locates its Railroad where he pleases, and its twenty-one Directors have no more voice in it than so many wooden men.

I have heretofore referred to the "Secret Agreement" proposed by Sam Clark and Moores and so bitterly repudiated by Senator Corbett. This was the inciting cause or moving force which produced Co. No. 3. That agreement was prepared in San Francisco by the joint labors of S. G. Elliot and the above Clark; and it provided "that a Railroad Company should be gotten up in Oregon to secure the Land Grant, State Aid and all the aid possible from the people. That this

Oregon Corporation should execute a power of Attorney to S. G. Elliot authorizing him to let a contract to build the Road, and that said Company should issue two million dollars of unassessable stock to certain Californians for their good will in the matter, and then these Californians would transfer back to the Oregonians getting up the Company one million dollars of the unassessable stock for their trouble in getting up the Company; and no man was to pay a cent," I opposed this scheme from the first, and this is the cause of the war against myself and the West Side Company.

The two millions were issued to A. J. Cooke & Co. one million transferred back to the Directors of the East Side Co. and for a long time lay in the safe of E. N. Cooke at Salem, who was told to hold it in trust for the Honorable Directors until it would become valuable. While J. H. Mitchell and I. R. Moores were perambulating the Country, with salaries of four and five thousand dollars per year beseeching the people to purchase their ten cent stock, they declare that this two millions of unassessable stock was all given to the contractors A. J. Cooke & Co. as a bonus to induce them to take the contract at \$35,000 per mile over a level country; but they denied that they (the Directors and managers) hold any of this stock, when they each had \$50,000 apiece in the safe of Mr. Cooke; while the people were besought for their hard earnings to *to* build the Road, make this stock valuable, they would pay nothing. Does Mr. Moores and his twenty Directors discover any fraud or deception here?

After they had incorporated their Company, they organized on the false, fraudulent and illegal subscription of stock, set forth on page 13, electing a Board of Directors and other officers when they had but six hundred dollars subscribed in a capital stock of seven million two hundred and fifty thousand. They then let a contract to build their road, to A. J. Cooke & Company. And who were A. J. Cooke & Company? Nothing more than a man of straw, a fiction, a cheat, fraud, swindle,—There never was such a firm. Mr. Elliot used that name to contract with the Salem Company, while he represented them to be Railroad Contractors in the East of immense wealth, and the Salem dupes gave out that Jay Cooke & Co., (the great Bankers,) were the men backing them, and kept up this delusion in Oregon until persons in Portland received letters from Henry D. Cooke, of the last named firm, denying any connection with the concern. While Mr. Elliot represented here, that A. J. Cooke & Co., were such wealthy men in New York and Boston, he represented there, that A. J. Cooke & Co., were wealthy contractors in San Francisco, and so he and his Oregon dupes when pressed to give the P. O. address of the great Contractors, would always locate them, like the milk sickness, “over in the next county.” After this humbug contracting firm was exposed and denounced in the Oregon newspapers, one of their Directors, F. A. Chenoweth, declared to a public meeting at Corvallis, that A. J. Cooke & Co., were “an association of capitalists in the East, any one of whom was able to construct their Rail-

road" and named as members of the firm Judge Sawyer, of Sandusky, Ohio, and a member of the U. S. Senate from Ohio;" and J. H. Mitchell, at a subsequent meeting at the same place took a safer course and told the people "it was none of their business to know about A. J. Cooke & Co." Prior to that Judge Hill, of Portland, had told Mitchell that Cooke & Co. was a swindle, and that he (Mitchell) knew it, and told Mitchell to get out of it. Long prior to this, in May 1867, the East Side Company had sent their Vice President, (Dr. A. M. Loryea,) to the East to see Cooke & Co., but after searching all through New York, Boston, Baltimore and Sandusky, Ohio, could find nothing of the contractors, and Mr. Elliot could give no account of them; and finding himself grossly deceived by Elliot, he returned to Oregon to expose the whole concern and withdraw from it, which he did, and for the truth of all this we are authorized to refer all persons desiring information, to him at Portland, Oregon.

The point I make here, is this: That after the character of this A. J. Cooke & Co. had been publicly exposed, and denounced in Oregon, and brought to the knowledge of the President and Directors of the East Side Company, by letters from Dr. Loryea in the East, they went around the country, personally and by Agents, J. H. Mitchell, and others, soliciting the people to purchase the common stock of their concern, nominally worth one hundred dollars per share, at ten cents on the dollar, and offering the purchaser as an inducement the written obligation of A. J. Cooke & Co., on



the back of the stock, to refund the amount paid for it within two years, they then knowing the true character of A. J. Cooke & Co. Putting all the facts of the case together, can any fail to conclude that both the President and Directors of the East Side Company attempted to "obtain money under false pretenses," and attempted to perpetrate upon the farmers and others of Oregon one of the most disgraceful frauds and infamous swindles ever spawned upon any community? Does Moores now see where that swindle he charged on Gaston to the citizens of Spring Valley, comes in?

It may be replied, that Cooke & Co. could not have been a humbug, because they (Elliot) spent some money in Oregon. We understand all that. Elliot (Cooke & Co.) commenced grading &c., on the East side of the river with twenty thousand dollars advanced to him by three or four men in Portland, (names could be given if necessary) who he deceived and humbugged with the idea that Cooke & Co. were a reality, and that he could get iron, rolling stock, &c., to lay track. When the twenty thousand dollars run out, he was compelled to sell the Locomotives, "George L. Woods," and "I. R. Moores," named for the East Side Presidents, then at San Francisco, to the Central Pacific Railroad Company, and use the proceeds; and these locomotives he purchased in Boston with the Bonds of their Company, with the fraudulent representations that Company was entitled to the Land Grant and State aid. The concern then being in the condition of the dying man administering on his own estate, Ben Holladay swooped down



on it, and took it all in—contracts, Directors, hide and hair; and they are now his property.

Passing over the volumes of false statements with which this Company deluded the people of Oregon during the years 1867 and 1868, about the vast amounts of iron and rolling stock they had sent here, but which has never yet appeared, we now leave this history of the East Side Railroad Company, which assumes to act the censor upon the acts of others. Neither the “Unassessable Stock Swindle,” nor its mate, “the A. J. Cooke & Co. cheat,” can or even will be explained to the public by the parties here connected therewith, and in their last pamphlet they confess the disgrace of it by total silence on these subjects. But like Banquo’s ghost, it will not down at their bidding.

The character of this East Side Company, is such that Ex-Governor Gibbs, and W. S. Ladd, the principal Banker of Oregon, refused to act as Trustees in their Mortgage Bonds, after their names had been printed in the Bonds; and in September, 1868, Dr. A. M. Loryea, their Vice President, Hon. Phillip Wasserman, and Hon. Hamilton Boyd, Mayor of the City of Portland, then acting as Directors in said Company withdrew therefrom, on account of its equivocal character.

## CONCLUSION.

In concluding the unpleasant duty of making reply to the many and oft-repeated false statements of the East Side Company, we desire to call attention to

the fact that our Company has acted solely in self defense. Ours is the old, the original Oregon Central Railroad Company, the Corporation recognized and designated by the Legislature of 1866. We have not now nor never had, any feeling to oppose the construction of a Railroad upon the East side of the Willamette river, and it was even never decided that our Company would not have located their road upon that side of the river, had we not been forced away from such a choice by the course of the Salem party.

Whatever of discord, contention, litigation, strife and damage to the material interests of Oregon, which may have grown out of this contest between these rival Companies, it is all justly chargeable to Moores, Mitchell & Co. of the Holladay Company. They got up the second Company, they got up a third Company, both usurping the Corporate name of our organization, and in this first act of theirs, they betray their designs, commit the first assault, and declare war upon our prior rights and corporation—and this they did with full notice of our rights and claims, and in the face of the olive branch then tendered them.

Our Company has always been ready and willing to co-operate with any corporation, or even the East Side Company, to promote railroad interests on both sides of the river, on the sole condition that such Company should not use our corporate name; and in all candor, we claim to have offered both generosity and justice. And ever willing to heed the verdict of enlightened public opin-

ion, we are content to submit our cause to such arbiter, awaiting the decision in its "sober second thought."

Respectfully submitted,

J. GASTON,

Pres't Oregon Central Railroad Co.

Portland, Oregon, Jan. 20, 1869.

Note: Willing to do Secretary S. E. May full justice in regard to the filing of our papers, I give the following copy of a statement, made by him on the back of the Multnomah County copy since most of the foregoing matter was printed. Copy: "This is evidently the Articles of Incorporation presented by Gaston for filing on the 6th of October, 1866, as I recognize the letters and figures on the bottom to have been made by me at that date, which I have not seen from that date to this.

SAMUEL E. MAY,

January 19th, 1869.

Secretary of State."

This statement clears up a vast amount of misrepresentation circulated by the East Side Company.

J. G.

OFFICERS OF THE  
OREGON CENTRAL RAILROAD COMPANY.  
BOARD OF DIRECTORS.

Col. Thomas R. Cornelius, (Farmer) Centerville Oregon.

Capt. J. C. Ainsworth, (Prest. Oregon Steam Nav. Co.) Portland Oregon.

J. B. Underwood Esq (Attorney at Law) Eugene City Oregon.

Hon. William T. Newby, (Farmer and Miller) McMinnville Oregon.

J. Gaston Esq. (President of the Company) Portland Oregon.

TREASURER—W. S. Ladd Esq. Portland Oregon.

SECRETARY—E. W. Haines Esq., Portland, Oregon.

Trustees in the 1st Mortgage, Charles M. Carter Esq. Portland Oregon. James B. Harker Esq. Portland Oregon.

Company's Office, No. 12 Carter's Block. Portland, Oregon.

## GOVERNMENT'S EXHIBIT 107.

## REMONSTRANCE

Against extending the time for filing assent to the act granting lands to the Oregon Central Railroad Company.

To the Honorable the Congress of the United States:

The undersigned respectfully represents that Congress granted lands for a railroad to such company as the Legislature of Oregon should designate. The Legislature designated the Oregon Central Railroad Company. The company filed its assent to the act, and located, and is now construcing, the road, having already expended about \$100,000, and contracted for the completion of one hundred and fifty miles of road. The line of their road is located on the west side of the river which divides the Willamette Valley into about equal parts. After the act of designation, another company was organized under the same name, to build a road on the east side of the river.

The latter company had three months remaining within which to file an assent to the act of donation, but failed to do so, and until recently the men in charge of it publicly disclaimed all pretensions to the grant. But at the last session they applied to the Legislature to be designated as grantee, on the pretence that the former designation was made under a mistake of facts, and was therefore void. There being a majority of "east-siders" in the Legislature, the application was successful.

They have sought to file an assent to the act of Congress, but the Secretary of the Interior refuses to receive it, on the ground that the time has elapsed, and that the west-side company had filed in time. They now ask to have the time extended; and against such extension the undersigned, on behalf of the west-side company, which he represents, respectfully remonstrates.

The basis of the second designation is that the first was nugatory, because it proceeded on the false assumption that the company was a legal corporation. The facts were, that the articles of incorporation were signed and acknowledged before a lawful officer, and filed with the Secretary of State, as the law requires. Thereupon the Legislature resolved, "That the Oregon Central Railroad Company, a corporation organized under the laws of Oregon, be and is hereby designated," &c. Now, it is true that the Secretary did afterwards permit one of the corporators to withdraw the articles, and procure other names to them, and they were not refiled until after the designation was made. The memorandum of the first filing was replaced by another of the latter date. The undersigned claims that the withdrawal of the paper from official custody was without authority of law, and did not destroy the corporate existence of the company.

But it is not necessary that the company receiving the grant should be a corporation; it only needs to be "a company organized under the laws of Oregon." Congress could as easily have said a corporation organized, as a company organized, if it had a choice between them. It cannot be successfully maintained that company



means corporation, nor that laws of Oregon mean statute laws, nor that organized can only be predicated of corporations. A joint-stock company or co-partnership, formed or organized in accordance with common law, as it prevails in Oregon, fills all the requirements of the act of Congress; and when the Legislature describes the company as a corporation organized, it is immaterial whether those descriptive words are true or false. It is not a jurisdictional fact, necessary to make the designation lawful; nor is it, as a descriptive fact, necessary to identify the company intended. The name was sufficient to identify the company, since no other of the name existed. To strike out this surplusage does not affect the legality or certainty of the designation, but it does sweep away the pretext for attacking the rights of the company.

Even if the grant were confined by the act of Congress to a corporation, and to a corporation whose stock should be subscribed and officers elected, it still would only be necessary that the organization should be complete at the time the grant took effect, namely, when the assent was filed. It was not the designation, but the assent, which vested the franchise. The designation, or pointing out, of the company, had the necessary foundation for its support, namely, a company so far organized under the laws of Oregon as to be capable of identification as the legislative choice; and the assent had its necessary foundation, even according to the most captious claim, namely, a completely organized corporation capable of accepting the offered franchise.

But again, if the unauthorized act of the Secretary, in temporarily parting with the custody of the record, destroyed or suspended the corporation, or if any other irregularity intervened, whereby, in technical law, the organization was defective, the Legislature was in possession of all the facts, and acted upon that knowledge, and their act became public law, and as such is conclusive upon all parties. If it is true of a private act of Parliament, predicated on a fact which induced its passage, that it may be set aside, or the right reclaimed by the king, if the fact was false and fraudulently imposed upon Parliament, it is not true of a public law, even in England; and much less will such a doctrine apply where, as in this case, the facts are part of the public records of the country. No facts are alleged to be wanting to this corporation but such as the laws of Oregon require to be evidenced by official records, and concerning which the Legislature could not be ignorant or deceived; and it is not competent for one Legislature to reclaim, or declare void, a right acquired by a public act or resolution of a former Legislature, upon the pretense that such former Legislature were ignorant or deceived respecting such facts. If the State has changed its mind, it nevertheless is chargeable with knowledge of the condition of its own records, and of any defects in those records, and it cannot deny the truth of its own assertion, that the company was a corporation duly organized, and thus destroy the rights of those who have invested their money and bound themselves by contracts on the faith of that declaration.

For another reason the Legislature had no power to make this second designation; the time for any company to file an acceptance of the grant had expired, and the grant had lapsed. To appoint a grantee after the offer of the grant had ceased, was simply void, and left the matter exactly where it was. The Legislature which designated the west-side company had jurisdiction of the subject; the one which designated the east-side company had no jurisdiction. If the former failed for want of regularity, the latter failed for want of power. Which of them should Congress aid?

The west-side road is thus far built by the contributions of citizens along the line, in the full belief that, when their sacrifices shall have completed twenty miles of road, patents will issue for the land, which will insure the continuance of the work. The east-side road is being built with foreign funds, raised on the company's bonds, with a full knowledge and open avowal that they had no land grant. Ought the former to be cheated of their just expectations, for the purpose of gratifying the covetous afterthought of the latter? If this company had not been designated, the stock would not have been taken and the contract let. To withdraw the land-grant is to devolve upon the stockholders personally a burden which will crush them. They cannot meet their engagement, and the money already expended will be wholly lost. It is no answer to say they may defend their rights at law. It was not a lawsuit they were promised, but land for a railroad. To give them the lawsuit instead of the land is to delay, if not to defeat, the bounty of Congress,

and punish innocent persons for their faith in the Government. The right is in the company deriving its title from the Legislature which had jurisdiction; and if a curative act is necessary, it ought to cure a defective exercise of power rather than a usurpation of power.

The undersigned therefore prays that, instead of the pending bill, an act may be passed confirming what the first Legislature had the right to do, and tried to do, and supposed they had done.

S. G. REED.

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Proposed substitute for the pending bill.

A BILL.

Explanatory of the act of July 25, 1866, granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland in Oregon.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the joint resolution of the Legislative Assembly of the State of Oregon, of October 10, 1866, designating the Oregon Central Railroad Company to construct the railroad mentioned in the said act of July 25, 1866, was a lawful execution of the power vested in the said Assembly; and that the said company, by filing their assent to the said act on the 6th day of July, 1867, acquired the rights granted by the said act.

GOVERNMENT'S EXHIBIT  
108

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OBJECTIONS  
TO THE  
PASSAGE OF  
SENATE BILL NO. 94

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To amend the Act entitled "An Act granting Lands in aid of a Railroad and Telegraph Line from the Central Pacific Railroad in California to Portland In Oregon," approved July 25, 1866.

M'Gill & Withrow, Printers.

## SENATE BILL NO. 94.

## OBJECTION

Is made to the passage of this bill, (S. 94) as an infringement of the rights of the "west-side company", first appointed to take and apply this land grant. Not that their rights can be destroyed by legislation; but a solemn act of Congress, upon full discussion, will have such weight in shaping opinions and moulding results, that, potentially, it will decide the case against them; if in no other way, by the destruction of their credit, and forced abandonment of the work.

## THE BILL,

In form, is very fair. It authorizes any company heretofore designated, to file its assent to the act of Congress within a year. Apparently, both companies may avail themselves of its provisions. But the west-side company filed its assent within the original time, and not only needs not to repeat that act, but to do so would confess the first assent to be void. The bill, therefore, applies only to the east-side company, which has never filed an assent, and cannot without a new law. It offers food to the one and poison to the other. This impartiality is more apparent, when it is observed that the predicate and basis of the bill is, that the designation of the west-side company was void. If it was a good designation, no one doubts their right. That it was void and conferred no right, is the theory of the bill; and if the bill



passes that will be the decision of Congress, no matter what the members, in their minds, intend, and that as surely as if expressed in words; for only on that theory can it rightfully pass. The committee say Congress ought not to decide. But the bill decides, as much as Congress can, that the first company has no rights, and grants the land anew to the second company, which confessedly has none until conferred by this bill. The committee say it is a judicial question. It will be, if the bill passes. Without it, none but the United States can question the rights of the first company.

### THE LETTER

Of Mr. Browning is the chief argument. It accords with the bill. It says the grant has lapsed, and the bill is necessary to revive it. It can only have lapsed because the west-side company has not, in contemplation of law, been designated. Therefore, to revive it to any company heretofore designated, is to revive it, or rather to grant it anew, to the east-side company; for, according to Mr. Browning, that is the only company heretofore designated.

But Mr. Browning's conversations, written or verbal, prove nothing. When the Secretary of the Interior shall perform or decline performing an official act, such act or refusal will have a legal meaning, and the party aggrieved may either submit, or may appeal to the President and obtain the opinion of the Attorney General. The company could not have appealed from that letter,

if they had known of its existence. It cuts no figure, except as the opinion of Mr. Browning, or of the railroad clerk of the Interior Department who probably prepared it. Its value is in proportion to its accuracy. Its only point, the

### LOSS OF THE LAND,

As an aid to the building of the road, is proved inaccurate by the terms of the grant itself. The act declares that either the Oregon or California company, on completing its part of the road and finding the other part incomplete, shall have the right to proceed, with the consent of the State, until the whole is completed. Oregon has already given that consent by its general incorporation law, the terms of which any corporation can easily comply with. This likewise disposes of the

### REPORT

Of the committee, which assigns no reason for the passage of the bill, but the groundless fear that the road will lose the land.

### THE TITLE

of the company first designated depends on its being, in fact, the one intended by the Legislature, and on its having filed its assent within the time; both of which are conceded. It depends not all, as has been supposed, on its having at that time performed each and every formal act necessary to acquire the legal quality of a corporation.

The king, in 1761, granted the town of Pawlet, N. H., in sixty-eight shares, to persons and institutions named, and among them, "One share for a glebe for the Church of England, as by law established." In 1802, a society of Episcopalians was organized in the town, and the parson commenced to take the rents of the glebe. After the Revolution, the State undertook to divert the land to another use. A law-suit resulted, in which the Supreme Court of the United States held that the Church of England was not a corporation, nor was the grant made to it, but to the local church in the town of Pawlet, which did not then exist; that the grant passed the title out of the crown, but not into any grantee, because there was none; that when the town came to be sufficiently settled, and a church was organized, the title vested in the parson, a corporation sole, having been, in the mean time, forty-one years in abeyance. The court admitted the general rule that the title does not pass out of the grantor unless there be a grantee in whom it can vest; but it recognized these semi-public objects as exceptions to the rule. *Pawlet vs. Clark*, (9 Cranch, 292.)

The objection of want of grantee goes to the act of Congress, which contains the grant. The resolution of the legislature only selected a grantee to take a previous grant. That previous grant was void from the beginning if a grantee in being was necessary to its validity. If the grant was good until the grantee was chosen, why not until he qualified himself to take? The objection goes not to length of time, but to any time. Is not an

act of Congress which departs from the common law an alteration of the latter for that case and to that extent? And is not this likewise true of an act or resolution of the legislature? And do not such statute laws put aside, for the occasion, all common law obstructions, just so far and just so long as necessary to allow the act or resolution to effect its object? This has never before been questioned.

But here has been no departure from the common law, even if the rule were applicable to a grant like this. On the contrary, the act of Congress expressly requires that the title of this land remain in the United States until the road shall be built in sections of twenty miles. It is then to be conveyed by patent. The rule cannot be invoked until the patent issues, and it then must be applied as between the grantor and grantee of that instrument.

### THE MISTAKE

Said to have been made by the Legislature, in supposing that the company had completed its corporate organization, was therefore a mistake of an immaterial fact, which, being true or false, could not affect the validity of the resolution.

But a legislature cannot be mistaken, ignorant, or corrupt. Whatever may be true of some or all of the members, no such allegation is admissible against the legislature, as such. Its acts and resolutions are the will and law of the State, as applied to the facts existing or assumed, regardless of prior laws, common and statu-

tory. Facts, declared or assumed by the law, are, for the purposes of the law, a part of the law itself. At least the State, and those claiming through the State, cannot deny such facts. *McKinnon vs. Bliss*, (21 N. Y. Rep. 206).

The State of Georgia authorized by law the sale of certain lands; and they were sold accordingly. A subsequent legislature declared the act void, because its passage was procured by dividing part of the property among the members, as bribes. But the Supreme Court of the United States held the law to be in no way affected by the reasons which induced the members to vote for it. *Fletcher vs. Peck*, (6 Cranch, 87.) That, however, was long ago. If it had occurred just now, and in Oregon, that statute would have been assailed as a violation of the common-law rule that fraud vitiates everything it touches. Still, it is likely that case will be followed whenever a law is impeached in a court for the ignorance or mistakes of members respecting facts material or immaterial. And yet such a mistake is all that has been objected against the rights of this company.

If that question were not concluded by the law, but could be tried as a question of fact, the mistake might be disproved by two kinds of evidence: First, the record. Corporations are created in Oregon by record in the office of the Secretary of State; and neither the members individually nor the Legislature as a body could be heard, nor could anybody claiming through

them be heard, to deny a knowledge of the condition of those records. The record proves not only what the facts really were, but that everybody knew them. Second, oral evidence that a designation of this company to receive the grant, and a guarantee of interest on its bonds, were asked and granted, as conditions necessary to induce a completion of the organization and subscription of the capital stock, whereby personal liability was to be created.

### THE FACTS

Are, that a sufficient number of men had signed and acknowledged articles of incorporation, assuming a corporate name, and defining the object to build this road. Others were ready to sign and subscribe the stock, if only assured of this grant and a guarantee of interest on the company's bonds. Thereupon the Legislature designated the company, by its corporate name, to receive and administer this bounty, and passed an act guaranteeing the interest on a million of its bonds. Others then signed and acknowledged the articles, and they were filed, and constituted the company a corporation in law. The stock was then subscribed, the officers elected, the assent filed, and the work commenced; and up to this time the company is not in default.

### THE IDENTITY

Of the company, intended by the resolution of designation, has never been disputed. The name, in the then



absence of any other of that name, was a sufficient identification. The additional words, "A company organized under the general incorporation laws," are to be understood to mean the facts as they existed; the organization so far as it had then proceeded; or, if they mean that the company was already a corporation in law, that fact is not now disputable. And if that statement in the resolution, whatever it means, could be denied and disproved, it is, at last, only surplus description of a company already identified with certainty by the preceding words, and as such would, by a court, be disregarded.

### THE EAST-SIDE COMPANY

Was organized under articles filed five months after the first company had been designated and had filed its articles. They had still three months in which to file their assent, if they intended to claim the grant; but failed to do so. That they had not been designated is no excuse, for the act establishes no order of priority between the designation and assent. The designation might be made at any time, if only the assent were filed within a year. But to designate a company which had not performed that condition, after the time for its performance had expired, was idle and void, since there was no possibility for such a company to take. Therefore, as the case stands, that company has no color of right. Neither has it any equity; for it knew it had no rights under the act of Congress, and did not claim any. Its claim was, that neither company had a right to the grant.

It did not expend money believing it had rights. If it laid out another road, and, as the report says, expended money believing the other company had not been legally designated, it is in the predicament of a trespasser who has expended money in the belief that he had found a flaw in the owner's title.

## THE EQUITIES

Are with the first company. They have not sought to appropriate the estate of another, by astuteness in detecting defects of title, but have applied themselves to improving their own, with full confidence in their rights. Their faith in those rights, based on a solemn act of the Legislature, passed at the instance of Congress, entitles them to other treatment than this bill proposes. The committee say that because the east-side company organized and expended money, relying on a technical defect in the title of the other, they ought to have the benefit of the law according to which they made their investment. Exactly so. Let them abide by it. It is only themselves who object to that rule. They alone ask a new law. The committee think that if the flaw in the title exists, the new company should have the land, because they expended money believing in the flaw, though the company which was prior in time expended its money believing in its title. It is for Congress to determine whether it will adopt the committee's rule of equity.

## THE EXTENSION,

By the last Congress, of the time within which to complete the first twenty miles of road, overrides all questions, and decides the case. At the time of the passage of that act but one company had been designated. The second company was as much a stranger to the grant, and outside the purview of the act of extension, as was the Hudson's Bay Company. The act of extension was not addressed, as this bill is, to a company as yet outside of the case, but to the company which had been designated by the Legislature as the grantee, and had filed its acceptance of the grant; and it said to that company, "If you will construct twenty miles of road within the extended time, you shall have a patent for so much of the land."

Here was a new bargain, waiving and ignoring all vices and defects hitherto, and putting the rights of the company anew upon a single condition. Relying on that new promise, the company has since invested a large amount of money, which it before had feared to do, in performing their part of the contract. It is now proposed that Congress withdraw from the agreement, and give the land, so far as Congress can, to a stranger.

If the Legislature, as the agent of Congress, stumbled in executing the power of appointment, and Congress, instead of setting it aside before money had been expended, deals with the appointed company as its grantee, by making with it a new agreement, and thus

draws on the grantee to expend money on the faith of such new agreement, it requires but little knowledge of jurisprudence to perceive that Congress cannot afterwards set aside the appointment for defects existing prior to the ratification. But an act to do this directly would be more creditable to Congress and less injurious to the company than this bill, intended, as the committee say, to let in another company to litigate for the rights thus granted and confirmed, and that upon a technicality of older date than the confirmation. Either method of accomplishing the object in simple repudiation. And,

### FINALLY,

Why should that appointment be repudiated? If the company was not then a corporate being, it became such in time to perform, and did perform, the first corporate act required—the filing of an acceptance of the grant. An earlier completion of its organization could have served no useful purpose, and was required by no law, common or statutory. The case was but a repetition of many similar ones, wherein Congress has granted lands for like objects to companies to be afterwards organized. It was not a departure from the common law, for there was no present grant requiring a grantee in being. Even if title passed by the grant out of the United States, it afterwards vested in the corporation when it came into being, according to the Pawlet case. And besides, the grant was made by act of Congress and supplemental resolution of the Legislature, both statute

laws, which, for the occasion, put aside every prior law that stood in the way, and against the validity of which nothing can be averred but constitutional limitation of power, and the truthfulness of which, respecting facts, cannot be denied by those claiming from the same source. At the worst, it was but an innocent mistake, and injured no one; and, Congress, who alone had the right to take advantage of it, declined to do so, but made a new bargain with the company for further time to earn the land, and the company is making heavy expenditures to comply, and expects to comply with this new bargain. Notwithstanding which, the bill says, that if the appointment was defective, the land shall be given to another company; and it actually gives it to that other company if it will go to law and beat the first company upon the technicality which Congress has forgiven. The second grant in the Georgia case had a better moral aspect; but Chief Justice Marshall denounced it as "a mere act of power, which must find its vindication in a train of reasoning not often heard in courts of justice."

For the company,

S. G. REED,  
Agent.

## APPENDIX.

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### S. 94

In the Senate of the United States, March 10, 1869,  
Mr. Williams asked, and by unanimous consent

obtained, leave to bring in the following bill; which was read twice, referred to the Committee on Public Lands, and ordered to be printed.

### A BILL

To amend an act entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon, approved July twenty-five, eighteen hundred and sixty-six.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section six of an act entitled, "An act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific railroad, in California, to Portland, in Oregon," approved July twenty-five, eighteen hundred and sixty-six, be, and the same is hereby, amended so as to allow any railroad company heretofore designated by the legislature of the State of Oregon, in accordance with the first section of said act, to file its assent to such act in the Department of the Interior within one year from the date of the passage of this act; and such filing of its assent, if done within one year from the passage hereof, shall have the same force and effect to all intents and purposes as if such assent had been filed within one year after the passage of said act.

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In the Senate of the United States, March 22, 1869,



Mr. Williams made the following report, (to accompany bill S. No. 94.) The Committee on Public lands, to whom was referred a bill entitled "A bill to amend an act entitled 'An act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific railroad in California to Portland, in Oregon,' approved July 25, 1866," respectfully report:

That on the 25th day of July, 1866, Congress passed an act granting lands to aid in the construction of a railroad and telegraph line through the State of Oregon, in which it is provided that the lands shall go "to such company organized under the laws of Oregon as the Legislature of said State shall hereafter designate."

On the 10th of October, 1866, the Legislature of Oregon adopted the following house joint resolution:

Whereas the Congress of the United States at its last session passed an act granting land to aid in the construction of a railroad, and telegraph from the Central Pacific Railroad in California, to Portland, Oregon, and made it the duty of the legislative assembly of the State of Oregon to designate the company organized under the laws of Oregon, which shall receive that part of said land grant lying within the State of Oregon: Therefore

Be it resolved by the House, (the Senate concurring,) That the Oregon Central Railroad Company, a

company organized under the general incorporation law of Oregon, be, and the same is hereby, designated as the company which shall be entitled to receive the land granted, and all the benefits of an act of Congress, approved July 25, 1866, entitled "An act granting land to aid in the construction of a railroad and telegraph from the Central Pacific Railroad in California to Portland, Oregon," so far as said land grant applies to the State of Oregon.

On the 20th of October, A. D. 1868, the legislature of the State adopted the following Senate joint resolution:

Whereas the Congress of the United States, by an act approved July 25, 1866, entitled "An act to aid in the construction of a railroad and telegraph from the Central Pacific Railroad to Portland, in Oregon," did grant certain lands in the State of Oregon, and confer certain benefits and privileges upon such company organized under the laws of Oregon as the legislature of such State should thereafter designate;

And whereas the legislative assembly of Oregon, at its fourth regular session, did adopt a joint resolution known as House joint resolution No. 13, designating in terms the Oregon Central Railroad Company as the company entitled to receive the land granted by, and all the benefits and privileges of, the said act of Congress;

And whereas at the time of the adoption of the said joint resolution, as aforesaid, no such company as the Oregon Central Railroad Company was organized or in

existence, and the said joint resolution was adopted under a misapprehension of facts as to the organization and existence of such a company;

And whereas the designation of the company to receive the lands in the State of Oregon granted, and the benefits and privileges conferred by the said act of Congress, yet remains to be made; Therefore,

Be it resolved by the Senate, (the House concurring,) That the Oregon Central Railroad Company, a corporation organized at Salem, on the twenty-second day of April, in the year one thousand eight hundred and sixty-seven, under and pursuant to the laws of the State of Oregon, be, and the same is hereby, designated as the company entitled to receive the lands in Oregon, and the benefits and privileges conferred by said act of Congress.

Different railroad companies are described in these resolutions, though both are designated by the same name.

One, the company described in the first resolution, is a railroad company whose articles of incorporation were filed on the 21st of November, 1866, and whose line of road is located on the west side of the Willamette river, and may, therefore, for convenience be denominated the "West Side Company."

The company described in the second resolution is one whose articles of incorporation were filed on the 22d day of April, 1867, and whose line of road is located on

the east side of the Willamette river, and may, therefore, be denominated the "East Side Company."

Both of these companies are contending for the grant.

Section six of the said act of Congress provides that the company designated by the Legislature shall file its assent to the grant within one year from the passage of the act.

The West Side Company filed its assent within the required time; and if it was designated according to the act of Congress, there seems to be no necessity for any further legislation upon the subject.

Bearing upon this point, however, is a correspondence, of which the following is a copy:

Senate Chamber, Washington, January 19, 1869.

Sir: I respectfully invite your attention to section 1 of an act entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon, approved July 25, 1866," providing for the disposition of the lands granted by said act in the State of Oregon.

Enclosed please find a pamphlet entitled "Stateemnt of Facts" which fully sets forth the rights and claims of a company designated by the Legislature of said State in October, A. D. 1868, commonly called the "East Side Company."

Enclosed also please find a paper, signed by nine members of the Oregon Senate, protesting against the action of said Legislature in October, A. D. 1868, in which the rights and claims of a company designated in October, 1866, commonly called the "West Side Company," are fully stated.

I have nothing to say as to the rights or claims of either company, but in view of the fact that the articles of incorporation of the west-side company were not filed in the office of the Secretary of State until after its designation by the legislature in 1866, and in view also of the fact that the east-side company cannot file its assent as required by the sixth section of said act, I am apprehensive that the benefits of said act will be wholly lost to the State, unless something is done to prevent it. Will you be good enough to advise me if there is anything in the action of your department, or the views you entertain of this matter, making unnecessary the proposed legislation?

Yours truly,

GEO. H. WILLIAMS.

HON. O. H. BROWNING,

Secretary Interior, Washington, D. C.

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Department of the Interior,  
Washington, D. C., January 20, 1869.

Sir: I have received your letter of the 19th instant and the accompanying copy of Senate bill 776, to amend

“An act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon approved July 25, 1866,” with other papers relating to the subject.

Said act of 1866 required the Legislature of Oregon to designate a company organized under the laws of the State, to locate and construct so much of said road as was in Oregon, and that the company so designated should file its “assent” to the act of Congress within one year after its passage.

By a resolution adopted by the legislature October 10, 1866, the Oregon Central Railroad Company was designated to locate and construct said road in Oregon. Two companies called the “Oregon Central Railroad Company” claim to have been so designated. These, it appears, are locally called the “east-side company” and the “west-side company”.

At the date of the adoption of said resolution by the legislature, neither company had been organized as required by the laws of Oregon. The west-side company, however, filed its assent in this department within a year.

By a resolution adopted by the legislature in October, 1868, the east-side company was designated. The purpose of the bill, as understood, is to authorize this company to file its “assent” without prejudice to the rights or interests of the other company, and you ask



for an expression of my views as to whether there is any necessity for the proposed legislation.

In reply, I have the honor to state that, as the matter now stands, the grant, so far as the portion of road in Oregon is concerned, has lapsed, while the grant for that portion of the road situate in California is still in force, and some legislation by Congress is necessary to revive the grant for the Oregon portion of the road.

The proposed bill, if it becomes a law, will in my opinion accomplish that purpose.

On the 13th instant, I declined to act upon maps filed by the west side company, "in the absence of a judicial decision as to the rights of the claimants, or some action by Congress upon the subject." I enclose a copy of said letter.

The papers which accompanied your letter are herewith returned.

I am, sir, very respectfully, your obedient servant,

O. H. BROWNING, Secretary.

HON. GEORGE H. WILLIAMS,

United States Senate.

Department of the Interior,

Washington, D. C., January 13, 1869.

Sir: I have received your letter of the 11th instant, asking that certain maps, filed by J. Gaston, Esq., under the act approved July 25, 1866, as showing the

location of the railroad from Portland, in Oregon, to the northern line of the State of California, may be accepted by this department.

In reply, I have to state that, as there are two companies of the same name claiming, under the laws of the State of Oregon, the benefit of the grant made by said act of 1866, I must decline, in the absence of a judicial decision as to the rights of the claimants, or some action by Congress upon the subject, to comply with your request.

Very respectfully, your obedient servant,

O. H. BROWNING, Secretary.

S. G. REED, ESQ.,

Care Hon. H. W. Corbett, United States Senate.

Looking at the above decision of the Secretary of the Interior, and the action of the Oregon Legislature in 1868, taken upon evidence submitted and arguments made by the respective companies, it is evident that the State of Oregon is in great danger, at least, of losing the grant altogether, without some legislation in effect reviving it.

Congress ought not to decide between the two companies, because the questions involved are judicial in their nature, and the object of the accompanying bill is to provide so that both companies may have a standing in the courts of Oregon, and there have their legal rights and equities fully examined and adjudicated.

To declare by act of Congress that the east-side company shall have the grant would be unfair, for it may turn out upon investigation before the courts that the west side company was legally designated in 1866, in which event that company, for aught that can now be seen, would be entitled to the land.

To declare by act of Congress that the west-side company shall have the grant would be equally unfair, for it appears that the east-side company was organized and made large expenditures upon the ground that the other company was never legally designated, and it ought to have the benefits and advantages of the law in accordance with which it was organized and invested its money.

It has been suggested that the proposed legislation is unfavorable to the west-side company, but the bill has been framed so as to obviate that objection as far as practicable.

If the west-side company was legally designated in 1866, and it has since done what the act of Congress requires, it has a vested right to the grant, which the bill, if it becomes a law, will not and cannot disturb; but it is unreasonable to insist that because that company has failed to secure the grant, the State ought therefore to lose it.

Both companies claim, and it may be that both have been designated by the Legislature, and if both are allowed to file their assent, as required by the sixth section of the act of Congress, it is made certain not only that

one of the companies will get the grant, but that it will be used for railroad purposes, in which the State has more interest than in the fortunes of either company.

Reciprocal charges of fraud and irregularity in the formation of the companies have been made, but your committee propose to refer these, with all questions growing out of the legal rights and equities of the parties, to the courts of Oregon; and the accompanying bill, the passage of which they recommend, is only intended to protect the interests of the State, and provide for a judicial settlement of the controversy between the two companies.

“B”

MEL

## GOVERNMENT'S EXHIBIT NO. 109.

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DEPARTMENT OF THE INTERIOR

General Land Office

Washington December 5, 1911.

I hereby certify that the annexed copies of papers relating to Oregon and California Railroad Company, are true and literal exemplifications from originals and copies in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the City of Washington, on the day and year above written.

(SEAL.)

(G. L. O)

H. W. SANFORD,

Recorder of the General Land Office.

(Jacket)

Letter L No. ———

HON. GEO H WILLIAMS

Atty General U. S.

Depart of Justice

June 27th 1872

Returns certain papers relative to Oregon & Cal  
Rrd and asks recall of Sect's opinion &c

Answd July 16th 1872

R

M.

Referred to Div. F.

Received (G. L. O.) July 17th 1872.

1/13

“A”

The SEVENTH meeting of the Board of Trustees of the European and Oregon Land Company, was held at the office of William Norris, No. 217 Sansome street, on the twenty-seventh day of March, 1871, pursuant to the call of the President.

Present—Messrs. JOSEPH S. WILSON,

F. D. ATHERTON,

WM. NORRIS,

W. C. RALSTON,

M. S. LATHAM,

W. F. ROELOFSON,

ALBERT GANSL.

President Wilson in the chair.

The Minutes of the last meeting were read and approved.

The President stated to the Board that the form of conveyance proposed to be executed by Messrs. Latham, Norris and Atherton, Trustees of the Congressional land grant to the Oregon and California Railway Company, has been approved as to its form by said Trustees, and by the Oregon and California Railroad Company, of which approval and the readiness of said parties to execute the same this Company has official notice, and



the same now requires the final action of this Board. Whereupon, on motion of Mr. Ralston, said proposed conveyance was read, and after all the covenants and provisions thereof had been duly considered, discussed and examined, it was on motion of Mr. Gansl unanimously

**RESOLVED**, That the said conveyance, and all and singular, the covenants, conditions and provisions therein be, and the same hereby are approved, adopted and ratified, and in all respects confirmed by and on the part of this Company.

And be it further

**RESOLVED**, That said conveyance shall be duly recorded and entered on the Minutes of this Board, by the Secretary of this Company.

The resolutions were unanimously adopted.

The same is now so recorded and entered on the Minutes of this meeting as follows, viz:

**THIS INDENTURE** made and entered into at the City and County of San Francisco, State of California, this ——— day of ——— in the year of our Lord one thousand eight hundred and seventy-one;

**BETWEEN MILTON S. LATHAM, FAXON D. ATHERTON and WILLIAM NORRIS**, Trustees, all of the City and County of San Francisco, parties of the first part; **THE EUROPEAN AND OREGON LAND COMPANY**, an Incorporation duly in-

corporated and organized under and pursuant to an Act of the Legislature of the State of California, approved the fourteenth day of April, one thousand eight hundred and fifty-three, entitled "An Act to provide for the formation of Corporations for certain purposes," and the Acts supplementary thereto and amendatory thereof, party of the second part; and THE OREGON AND CALIFORNIA RAILROAD COMPANY, a body corporate, organized at Portland, in the State of Oregon, on the seventeenth day of March, one thousand eight hundred and seventy, under an Act of the Legislature of the State of Oregon, approved the fourteenth day of October, one thousand eight hundred and sixty-two, entitled "An Act providing for private Incorporations and the appropriation of private property therefor," and Acts amendatory thereof and supplemental thereto, party of the third part—WITNESSETH:

WHEREAS, the said Oregon and California Railroad Company did, on the fifteenth day of April, in the year of our Lord one thousand eight hundred and seventy, duly make, execute and deliver unto the said Milton S. Latham, Faxon D. Atherton and William Norris its certain Indenture in writing, under seal, bearing date on the last named day, whereby the said Oregon and California Railroad Company, as party of the first part therein in consideration of certain premises in said Indenture declared and expressed, and in further consideration of one dollar, the receipt whereof was therein and thereby acknowledged, did duly grant, bargain, sell,

assign, alien, set over, enfeoff, convey and confirm unto the said Milton S. Latham, Faxon D. Atherton and William Norris, parties of the second part therein, all and singular the lands and franchises, with their appurtenances, lying and being in the State of Oregon, granted or intended to be granted to the Oregon Company by Act of Congress approved the twenty-fifth day of July, in the year one thousand eight hundred and sixty-six, entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland in Oregon," and Acts supplemental thereto and amendatory thereof; and also, all the right, title, interest, claim, property, and demand whatsoever, both legal and equitable, present and prospective, absolute and contingent, which the said Oregon and California Railroad Company then had or owned or to which it was in anywise entitled in and to any and all lands and franchises in the State of Oregon, granted or intended to be granted to the Oregon Company by the Acts of Congress aforesaid; and also all further right, title, interest, claim, property and demand, which the said Oregon and California Railroad Company might at any time thereafter have, own or acquire to any lands lying and being anywhere in the State of Oregon, or in any county thereof, by virtue of any further compliances with the requirements of such Acts of Congress by the said Oregon and California Railroad Company, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining:—To have and to hold the

said granted lands, property and franchises, and every part and parcel thereof, unto the said Milton S. Latham, Faxon D. Atherton and William Norris, and to their successors or successor and assigns forever: In trust, nevertheless, for certain uses and purposes and upon certain conditions and covenants in said Indenture contained, as by said Indenture or the record thereof in the Records of Deeds in and for the County of Multnomah, in the State of Oregon, on pp. 727 to 734 inclusive, of Book K of said records, reference thereto being had, may more fully and at large appear. AND, whereas, among other conditions, covenants and agreements in said Indenture contained and set forth, the said Milton S. Latham, Faxon D. Atherton and William Norris, or their successors or successor and assigns, by and with the consent of the said Oregon and California Railroad Company, but not otherwise, were and are duly authorized, empowered and directed at any time before the maturing of the principal of certain bonds of the said Oregon and California Railroad Company in said Indenture mentioned and described, to sell and dispose of all or any part or portion of the lands and franchises so granted as aforesaid by such Acts of Congress and in and by said Indenture conveyed to said Trustees, to such person or persons, firm or firms, associations or bodies corporate, and for such price and upon such terms as the said Oregon and California Railroad Company might, by and through its President, advise, direct, instruct or agree to.

NOW, THEREFORE, THIS INDENTURE

WITNESSETH: that the said Milton S. Latham, Faxon D. Atherton and William Norris, Trustees as aforesaid, under and pursuant to the power and authority in them vested in and by the said Indenture first hereinabove referred to, and in consideration of the premises and of the certain covenants and agreements hereinafter contained and set forth, and to be performed and kept by the said European and Oregon Land Company, and in consideration of the sum of one dollar, lawful money of the United States, to them in hand paid by the said European and Oregon Land Company, the receipt whereof is hereby acknowledged, and also in pursuance of the advice, direction, instruction and agreement in writing to that effect of the said Oregon and California Railroad Company, party of the Third part, by and through its President, have granted, bargained, sold, assigned, aliened, set over, enfeoffed, conveyed and confirmed, and by these presents DO grant, bargain, sell, assign, alien, set over, enfeoff, convey and confirm, unto the said European and Oregon Land Company, party of the second part hereto, ALL the lands and franchises, with their appurtenances, lying and being in the State of Oregon, granted or intended to be granted to the said Oregon Company by Act of Congress approved the twenty-fifth day of July, one thousand eight hundred and sixty-six, entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland in Oregon," and Acts supplemental thereto and amendatory thereof; and ALSO, all the right, title,



interest, claim, property and demand whatsoever, both legal and equitable, present and prospective, absolute and contingent, which the parties of the first part hereto now have or hold, or to which they may be in anywise entitled, in and to any and all lands and franchises in the State of Oregon, granted or intended to be granted to the said Oregon Company by the Acts of Congress aforesaid; and ALSO, all future right, title, interest, claim, property and demand, which the parties of the first part hereto may at any time hereafter have, own, or acquire to any lands lying and being anywhere in the State of Oregon, or in any county thereof, by virtue of any further compliance with the requirements of such Acts of Congress by the party of the third part hereto, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and being the same lands, tenements, franchises, hereditaments and appurtenances granted, conveyed and assured unto the parties of the first part hereto by the Oregon and California Railroad Company, by Indenture bearing date the fifteenth day of April, one thousand eight hundred and seventy, as by said Indenture or the record thereof in the Records of Deeds in and for the County of Multnomah, in the State of Oregon, on pp. 727 to 734, inclusive, of Book K of said records, reference being thereunto had, may more fully and at large appear:—

TO HAVE AND TO HOLD the said granted lands, property and franchises, and every part and parcel thereof unto the said EUROPEAN AND ORE-



GON LAND COMPANY, party of the second part hereto, and to its successors and assigns forever; subject nevertheless to the certain provisions and conditions with reference to delivery of possession of said lands, and delivery of the surveys, plats, and patents, and other muniments of title to or affecting said lands to be hereafter issued by the United States to the said Oregon and California Rail Road Company, pursuant to law, which are hereinafter mentioned and expressed. AND the said parties of the first part, and all and every other person or persons whomsoever lawfully or equitably claiming any estate, right, title or interest of, in and to the hereinbefore granted premises, by, from or under them, and each of them, shall and will at any time or times hereafter, upon the reasonable requests, and at the proper costs and charges, in the law of the said party of the second part, or its successor or successors, or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises, lands and franchises hereby intended to be granted in and to the said party of the second part, as by the said party of the second part, or its successor or successors, or the counsel learned in the law shall be reasonably devised, advised or required. AND also that the said parties of the first part, the above granted, bargained, sold and assigned premises, and every part and parcel thereof, with the appurtenances thereof, unto the said party of the second part or its suc-

cessor or successors and assigns, against the said parties of the first part, and their successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same by, through or under them it shall and will warrant, and by these presents forever defend. AND in consideration of the premises, the said **EUROPEAN AND OREGON LAND COMPANY**, party of the second part hereto, hath covenanted, promised and agreed, and doth hereby covenant, promise and agree to, and with the said Milton S. Latham, Faxon D. Atherton, and William Norris, Trustees as aforesaid, in manner following, that is to say: **THE** said party of the second part hereto, shall and will on or before the first day of April, in the year of our Lord one thousand eight hundred and eighty-nine, pay to said Milton S. Latham, Faxon D. Atherton and William Norris, Trustees as aforesaid, the price or sum of one and one-quarter dollars, lawful money of the United States, for each and every acre of said lands and premises hereby conveyed to the party of the second part, be the same more or less. It is further covenanted and agreed by the said parties of the first part, that they will notify, in writing, the party of the second part at San Francisco, from time to time, as they receive the same, that they are prepared to deliver to the party of the second part, the plats or surveys of the lands and premises hereby sold, or intended to be sold, as the same may be hereafter duly segregated from the public domain, and set apart to the Oregon and California Railroad Company, party of the third part hereto, pursuant

to law and for the purposes mentioned in the said Act of Congress passed as aforesaid, on the twenty-fifth day of July, one thousand eight hundred and sixty-six, and the Acts supplemental thereto and amendatory thereof, and all such papers, documents and muniments of title hereafter to come to their possession, relating to said lands and premises, as may be necessary to enable the party of the second part to select the same by good and sufficient description thereof. AND it is also further stipulated, covenanted and agreed, by and between the parties of the first and second part hereto, that the said parties of the first part having notified in writing as aforesaid, the party of the second part at San Francisco, California, that they are prepared to deliver to the party of the second part any of the said surveys, plats, patents and other evidences and muniments of title relating to or designating said lands, as the same may from time to time be issued by the United States to the said Oregon and California Rail Road Company, under the Acts of Congress already passed, or which may hereafter be passed, in aid thereof, or supplemental thereto, the said party of the second part at any time before the expiration of ten years from the day of the receipt by said party of the second part of the said notice relating to said documentary evidence of location of and title to said lands, may and shall receive actual possession of said patents, and of the lands therein described, upon paying to the parties of the first part the said price of one and one-quarter dollars per acre of such lands, but without interest on the said price of the same for the said period

of ten years. IF, however, such lands shall for any cause be not all paid for within ten years from the time the said party of the second part shall be notified by the parties of the first part as aforesaid, that said surveys, plats, patents, and other evidences and muniments of title are ready to be delivered by the said parties of the first part to the said party of the second part as aforesaid, then the parties of the first part shall charge, and the party of the second part shall pay interest at the rate of six per cent. per annum, upon said purchase price of one and one-quarter dollars per acre of said lands, for the period after said ten years, and up to and including said first day of April, one thousand eight hundred and eighty-nine, during which said lands shall not be paid for by the party of the second part, as hereinbefore provided; it being the intent of this stipulation and covenant, that the party of the second part shall have ten years within which to make payment for and take possession of or sell to others, the lands hereby conveyed, without paying interest on the said purchase price of said lands, for any portion or the whole of that time, but that after said lands or any part thereof shall have been at the disposition of the party of the second part under the covenants of this indenture for the term of ten years, it shall thereafter pay to the parties of the first part interest at the rate of six per cent per annum, on the purchase price of all the lands so at the disposition of the party of the second part which may not for any reason have been paid for by said party of the second part within such period of ten years. But the said surveys,

plats, patents, and all other evidences and muniments of title from the United States to said Oregon and California Rail Road Company relating to said lands hereinafore conveyed, shall remain with, and the possession of the lands and premises therein described shall always remain in the said parties of the first part, anything hereinbefore contained to the contrary notwithstanding, until said party of the second part shall pay the parties of the first part for the same, or such part thereof as it may from time to time desire to obtain possession of under this conveyance, the said price of one and one-quarter dollars per acre of said lands and such rate of interest thereon as is hereinbefore provided for. IT is further expressly covenanted and agreed by and between the parties, hereto, each with the other, that in case the total amount of the indebtedness of the party of the second part created under this indenture shall at the time of the execution and delivery of these presents or at any future time exceed the amount of the capital stock of said party of the second part actually paid in, the parties of the first part in consideration of the premises and of the sum of one dollar to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, hereby covenant, promise and agree that they will, and they do hereby remise, release and discharge the Trustees of the party of the second part, under whose administration such excess may be or is hereby created, from all and every liability, joint or several, in their, or either of their individual and private capacities to the parties of the first and third parts, for



the amount of such excess of said indebtedness over the amount of capital stock of the party of the second part, actually paid in at the time of the execution and delivery of these presents; and said parties of the first part, for the consideration aforesaid, do hereby waive, surrender and abandon any and all claim, demand or right at law or in equity, or existing or to exist by operation of the statute creating undivided and private liabilities of Trustees of corporations, organized under the laws of California, for debts or liabilities incurred in excess of the amount of capital stock actually paid in.

AND the said party of the third part hath covenanted and agreed, and doth hereby covenant and agree to and with the parties of the first part and the party of the second part, that it has duly authorized, empowered, directed and required the said parties of the first part, as Trustees as aforesaid, to make, execute and deliver this Indenture to the said party of the second part in manner and form, and upon the terms and conditions hereinbefore expressed. AND the said party of the second part by and through its President, he being thereunto and for that purpose duly authorized and empowered, this sale and conveyance, and every part thereof, hath fully and completely ratified, approved and confirmed, and by these presents doth fully ratify, approve and confirm the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their respective hands and seals; and the said party of the second part hath also



caused these presents to be subscribed by its President, and its corporate seal to be hereto affixed and attested by its Secretary, by resolution of its Board of Trustees, the day and year first above written; and the said party if the third part hath also caused the same to be subscribed by its President, and its corporate seal to be hereto affixed and attested by its Secretary, by resolution of its Board of Trustees, the day and year first above written.

Signed, sealed and delivered) ..... (SEAL)  
   )  
     being first duly stamped.  ) ..... (SEAL)  
   )  
   ) ..... (SEAL)  
   )  
   )

.....  
 .....

Attest, .....

Secretary E. & O. L. Co.

.....  
 .....

Attest, .....

Secretary O. & C. R. R. Co.

On motion of Mr. Roelofson it was unanimously

**RESOLVED**, That the President and Secretary of this Company be, and they are hereby authorized, empowered and directed to execute, acknowledge and duly deliver in the name and behalf of this Company to Milton S. Latham, Faxon D. Atherton and William Nor-

ris, the trustees named in the foregoing conveyance, and to the Oregon and California Railroad Company, the said conveyance in the form and with the conditions, covenants and stipulations on the part of this Company therein set forth, as the same is this day approved by this Board; to affix the corporate seal of this Company thereto, and so to seal, acknowledge and deliver the same, as the act and deed of this Company, and cause the same to be duly and forthwith recorded in all the counties in the State of Oregon, in which is or may be situated the lands and premises therein described. That three originals of said conveyance be executed on behalf of this Company, one for the said trustees, one for this Company, and one for the Oregon and California Railroad Company.

The resolution having been adopted,

On motion, the meeting was duly adjourned to meet again at the call of the President.

.....  
President.

Attest, .....  
Secretary E. & O. L. Co..

(Endorsed as follows)

Copy of the Contract

between

1st Trustees of Land Grant

2nd The E. and O. Land Co.

and 3rd The O. & C. R. R. Co.

“A”

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7128

Office of

EUROPEAN AND OREGON LAND  
COMPANY,

San Francisco, Cal., January 27th, 1872.

Hon. George H. Williams

U. S. Attorney General,

Washington City, D. C.

Sir:

Congress, as you are aware, by Act of July 25, 1866, (Statutes vol. 14, page 239) made a grant of land to the “Oregon and California Railroad Company”—to aid in the Construction of a Railroad and Telegraph Line from Portland, in northern Oregon, to the Southern boundary of the State; in order to connect in travel and commerce that portion of the Union, not only with the trans-continental lines, but with the whole railway system of the Republic, now over sixty thousand miles in extent.

In view of the enormous outlays, required for the construction of this great work of internal improvement, so distant from the older portions of the Republic, Congress conferred upon the Grantee, (whose landed interests, under the Grant, have enured to this Company, as shown in the Document A, herewith.)—the absolute and unqualified power of disposal of, the lands granted; leaving it for the Company to fix its own rates and terms, without any restriction whatever; so that by selling for Cash, on *on* long Credit, on easy terms, the interests of purchasers would be subserved, and proceeds realized adequate to the immense expenditures in the completion of the work.

In this Original Grant of 1866 Congress further took care, in reserving amendatory authority, to stipulate that it should be exercised “having due regard for the rights of said Oregon and California railroad companies.”

Subsequently, an amendatory Act was passed, approved April 10, 1869 (Statutes 1869, page 47—extending the time one year from the passage of the Act, for filing map, &c.; reiterating the stipulation “That nothing herein shall impair any rights heretofore acquired by any railroad company under said Act of July 25th, 1866, &c.” yet adding a farther proviso, directing sales “to actual settlers only”—of not more than 160 acres to one purchaser, and at \$2.50 per acre.

Now this Company in fixing details for proceeding to dispose of these lands, referred the subject for an

unbiassed legal opinion, to a leading Attorney and Counsellor of this State, learned in the Law, whose opinion, Document B, is copied, and transmitted herewith.

The Board of Trustees of this Company—in accordance with that opinion, and their own clear conviction as to the principles which should govern, in order to carry into full and complete effect, the purpose of Congress, in making the Grant, have ordered:

That all persons who were actual settlers upon odd sections when the Original Grant was passed,

As also, all those who actually settled on odd sections, from that date, 25 July 1866, up to the 10th April, 1869,

And, all others who might be found actually settled on odd sections up to the time when the line of route of the railroad was established, should have the privilege of purchasing, not to exceed 160 acres, each, at \$2.50 per acre.

And, that to all other persons not settled as aforesaid, the Company is not legally restricted from selling, on liberal terms of cash or credit, at reasonable rates.

Now I am directed to lay these facts before you, and the principles as enunciated above, to the end that the same may be referred by you to the Department of the Interior, with a request, that, as it is not doubted this liberal construction will be approved, a communication may be addressed to the President of this Company, ratifying and affirming the justice and correctness of

the construction of the said Act of April 10, 1869—as above set forth.

Very respectfully Your Obt Sert

JOS S WILSON Prest.

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7128

Office of

EUROPEAN AND OREGON LAND  
COMPANY,

San Francisco, Cal., Jany. 27th, 1872.

Hon. Ben Holladay,

President.

Dear Sir: By direction of Hon. M. S. Latham, there is sent herewith, to your care,

Letter of this date, to Attorney General Williams, in reference to the Grant of lands, in aid of the construction of a Railroad and Telegraph Line, from Portland to the California line.

The original land grant, of which this Company, as shown in the papers herewith, is the present beneficiary, is in regard to terms of disposal, absolute and unrestricted, by the Act of 25 July 1866. (Statutes, vol. 14 page 239)

By the Amendatory Act of 10th April 1869 (Act 1869—page 47)—however, sales to actual settlers are required to be made, not exceeding 160 acres to one pur-



chaser, and for not exceeding \$2.50 per acre.

In order to adjust details in the disposal of the lands both under the Original Grant and the Amendatory Act, the Company referred the whole matter to Counsel, learned in the law, for an impartial and just exposition and construction of the two Acts—

The Company have adopted the Opinion (transcript herewith)—which has been given by the Counsel;—regarding the principles therein enunciated as just and proper, and as realizing the purposes of the Grant.

In order however that there may be a full understanding with the Executive Department of the Government, so that proceedings in disposal of the lands, may in all respects be harmonious and concurrent, it is requested that you will bring the matter to the attention of Attorney General Williams, who is thoroughly conversant with the subject; to the end that he may request the Secretary of the Interior, to dispatch an affirmation of the principles referred to, which the company would be gratified to have in the form suggested, by the draft of a letter, which I enclose herein, addressed to myself.

Yours very respectfully

JOS S WILSON Prest.

Z.B.S. Copy D 7128 RR

DEPARTMENT OF THE INTERIOR,

Washington, D. C. 5th June, 1872

Sir:

I have considered the question presented in the papers transmitted with your letter of the 20th ultimo, as to the meaning of the last proviso of the Act approved 10th April 1869, amendatory of the Act of 25th July 1866 "granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland in Oregon", and am of opinion that the proviso means just what it says, "that the lands granted by the act aforesaid shall be sold to actual settlers only, in quantities not greater than one quarter section to one purchaser, and for a price not exceeding two dollars and fifty cents per acre." The legislative intention was plainly to prevent the lands from being held for speculative prices and disposed of in large quantities to other than actual settlers; and to limit the proviso's operation to those on the lands granted at or before the survey of the road, would, in my judgment, utterly defeat such intention.

The papers transmitted with your letter are herewith returned.

I am Sir

Very Respectfully Your Obt. Servant

C. DELANO

Secretary.

HON WILLIS DRUMMOND

Commr Gen. Land Office.

Official Letters must be addressed to the "Commissioner of the General Land Office" and in replying to letters from the office the initial Letter on the left hand corner should be referred to.

Railroad Record.

DEPARTMENT OF THE INTERIOR

General Land Office GIB

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Washington, D. C. June 14th 1872

Hon. Geo. H. Willams,

Attorney General U. S.

Sir: Referring to your letter of 20th April Ult. transmitting papers in the case of the Oregon & California Railroad Co. for a construction by the Department of the last proviso of the Act approved April 10th 1869, amendatory of the Act of July 25, 1866, granting lands &c., I have the honor to state, that the papers were duly submitted to the Hon. Secretary of the Interior, as stated in our letter to you of 20th ult., and I enclose herewith a copy of his opinion in the matter dated the 5th inst.

Returning the papers transmitted with your letter.

I am Sir

Very Respectfully

WILLIS DRUMMOND

Commissioner.

San Francisco Apr 10 1871

Hon Jos S. Wilson

Prest E. & O. Land Co.

Dear Sir In recurring to a conversation with you of this inst in relation to the restrictions imposed by Act of Apr. 10 1869 upon the Company as to the manner of disposing of its lands to "Actual settlers only in quantities of one hundred and sixty acres or less at a maximum price of two dollars and fifty cents per acre" I have to state that in the opinion of Hon J. H. Mitchell counsel for the O. & C. R. R. Co and one of the ablest Lawyers of our state, the restrictions alluded to after the title vests in the Company by United States Patent will be nugatory and of no effect. An opinion in which I understand Ex-Senator Williams, formerly Chief Justice of Oregon, fully concurs.

Very respectfully,

(Signed) I. R. MOORES

Land Agent O. & C. R. R. Co.

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7128

Department of the Interior

Washington City, D. C. 18—

Hon. Jos. S. Wilson,

President E. & O. Land Co.

San Francisco, Cala.

Sir: The Department has considered the papers you referred from the European and Oregon Land Company, in right of the Oregon and California Railroad Company, under the Grant in Western Oregon, by Act of Congress approved 25th July 1866 (Statutes vol 14, page 239)—and the Amendatory Act of 10th April 1869 (Stat. 1869, page 47)—and is satisfied that the construction given by the said Company is just and proper, to the effect that all actual settlers on the odd sections from 25th July 1866, the date of the Original Grant, and all those who went on the odd sections from that date to the passage of the Act of 10th April 1869—and all others who are found on such odd sections when the line of the railroad is surveyed and established, are protected; and have the right to purchase, each one, not exceeding One hundred and sixty acres, at Two Dollars and fifty cents per acre—but that in regard to all other persons, the Original Absolute Grant, by Act of 25th July 1866, is in full force and effect, and authorizes the Company to sell on such terms as may be reasonable and just to all parties without any restriction.

(Endorsed)

Form of affirmatory letter  
as desired from the Secretary  
of the Interior.

Copy

H

San Francisco, November 11th 1871

Hon. Jos. S. Wilson,

Prest. European and Oregon Land Company.

Dear Sir:

Your letter of October 14th last, was duly received. Pressing engagements with our local Insurance Companies, growing out of the recent great fire at Chicago, as well as the time necessarily required in the examination of the questions propounded, have prevented an earlier answer.

In order that my opinion may be more readily and immediately directed to the very point of inquiry, I make the following extract from the very clear statement of facts, contained in your letter, viz:

1st. "By the Act of Congress approved July 25th, 1866—U. S. Statutes at Large, vol. 14 page 239, chapter 242—a grant of land was made, to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad, to Portland in Oregon. Under that grant, the Oregon and California Railroad Company has in charge the construction of that portion of the above mentioned line of route, within the limits of the State of Oregon, extending from Portland to the southern boundary of the state."

2nd. "Under date of March 28th, 1871, the above mentioned Oregon and California Railroad Company, sold its Land interest under the Grant, to the European



and Oregon Land Company, at the rate of One dollar and twenty-five cents per acre, for actual settlement, as you will see by the printed pamphlet herewith, entitled Minutes of the Board of Trustees, of the European and Oregon Land Company”

3rd. “By the subsequent Act of Congress, approved April 10th 1869—Pamphlet Statutes, page 47—Chapter 27—amending the Original Grant, the Railroad Company could file its assent, within one year from the passage of this second Act.”

“In that amendatory Act of April 10th, 1869, there is a proviso “that nothing herein shall impair any rights heretofore acquired by any railroad company under said Act of July 25th, 1866 &c”—and *provided further*, that the lands granted by the Act aforesaid, shall be sold to actual settlers only, in quantities not greater than one quarter section to one purchaser, and for a price not exceeding two dollars and fifty cents per acre.”

“In the 12th Section of the said Act of 25th July 1866 (vol. 14, page 242) it is declared “that Congress may, at any time, having due regard to the rights of said California and Oregon Railroad Companies, add to, alter, amend or repeal this Act.”

“Now the point upon which your legal opinion is desired is this—”

“Are the rights of the European and Oregon Land Company in view of their purchase of the landed interests of the Oregon and California Railroad Company,

so abridged by said Act of 10th April 1869, as to restrict them in making sales, to \$2.50 per acre, or have they a right, to sell to persons applying as settlers, at such rates as may be fair and reasonable, under the terms of the Original Grant, which contained no such restriction?"

In order to get at the effect of the Act of 10th April 1869 we must read it with reference to the Act of July 25th, 1866—or rather read the two Acts, as in fact constituting one.

Looking at Section 2 of the last named Act, three things are to be noticed.

1st. That a grant of land *in presenti* is made.

2nd. That the grant is to the Companies respectively referred to, "their successors and assigns".

3rd. The grant is for the purpose of *aiding* in the construction of the railroad and telegraph, for great public purposes, that is to say, the transportation of mails, troops, munitions of war, etc.

The same Section declares that "the lands herein granted, shall be applied to the building of said road, within the States respectively, wherein they are situated"—Besides this, the benefit of the work to the Government is likewise anticipated by a clause which raises the price of the alternate sections of land, remaining in the Government, to double the minimum price of public lands when sold; and Section 5, also, secures to the Government great public rights.

Section 4 provides for the issuing of patents to the Companies, as each twenty miles of railroad and telegraph shall be completed and equipped, and Section 9 attaches to the word "Companies," the words "their associates successors, and assigns" whenever used in the Act.

By Section 8, we learn that the patented lands do not revert to the Government, even upon a failure of the Companies to perform the important duties referred to in Section 6.

Reflection upon these various Sections, gives us the whole scope and bearing of the Act. The grant of the land was, as recited in the title of the Act, "to aid in the construction of a Railroad &c." and the Act, as shown above, carried out the declaration of the title and shows how the "*aid*" is practically applied; that is, "the land hereby granted shall be applied to the building of the said road, &c."

The power of the Companies over the land is left entirely unrestricted, as it must have been to enable them to use the land for the practical purposes indicated. The Companies were put upon limited time, in the construction of their work. The first section of twenty miles was required to be finished in two years, and at least twenty miles was required each succeeding year, and the whole by the 1st July 1875. The best mode of obtaining aid, and funds out of the lands, with which to do the work, is left entirely to the good sense, sagacity and business judgment of the Companies. The entire

*jus Disponendi* was given to the Companies in the most unrestricted manner. In fact the disposition of these lands by the Companies was greatly facilitated by the Government, for a restraint of alienation is placed on the alternate sections remaining in the Government; the price being fixed at double the minimum price of public lands when sold; whilst the Companies might sell at any price, however low. The Government thus placed itself intentionally in a position where it could not compete with the Companies. The latter could get up great auction sales, could invite immigration by low prices, could mortgage, lease, or otherwise dispose of the land, as they might see fit.

The Act of Congress of July 1st 1862 (12 Stat. at Large, pp 489-492)—granting lands to the Overland Pacific Railroad, provides against the Railroad Companies retaining great bodies of land unsold. Sec 3. of that Act provides; that if the Companies do not sell the land granted, within three years after the Railroad shall have been completed, the lands shall be open for settlement and pre-emption, like other land, at a price not exceeding one dollar and twenty-five cents per acre, to be paid to the Company. But the Act of 1866, as to the Oregon and California Roads, contains no such provision, and over all lands, not sold by the Company voluntarily, it retains the absolute dominion.

We have thus seen how important the Railroads and Telegraphs, contemplated by the Act of 1866, are to the Government, and how the absolute power of disposition of the lands granted, enters into the scope and

bearing of the whole Act, and is, in fact, the vital spirit of the Statute. The lands are the consideration for the great privileges and right of transportation reserved and secured to the Government; their early sale is regarded as affording a material and secure aid in the work, and therefore, and necessarily, the absolute dominion over the granted land was given to the Companies "their associates, successors and assigns."

We now come to the Act of April 10th, 1869, and must read it not only in view of the Act of 1866, but in the "light of surrounding circumstances." We must, therefore, remember that at the time of the passage of the Act of 1866, there was no Company in Oregon, selected by Congress, as the recipient of the powers and privileges conferred. *That* matter was referred to the sovereign State of Oregon. The Legislature of that State was left to designate a Company. No such designation was made until Oct. 20th 1868. The Legislature could hardly be charged with neglect. On the contrary, the delay must be attributed to a due regard to the public interests. The Company designated, could be guilty of no neglect, because it could not act until designated. Congress might withdraw its bounty, or change its policy, doubtless, but unless it very clearly indicated that intention, a waiver as to mere points of time, would be assumed, where a Company had acted with all due celerity after its designation. The Federal Government, consistently with comity and public policy, could not treat a Sovereign State with disrespect, and therefore would not inflict a penalty on the Corpor-



ation, because of delay in the action of the State itself.

The Act of 1869 gives the Company that had been designated by the Legislature of Oregon, the right to file its assent within one year after the Act of 1869, and gives to that filing the same force and effect, to all intents and purposes, as if such assent had been filed within one year after the passage of said Act of 1866.

There could have been no motive on the part of the Government, to put the Oregon Company in a less favorable position than the California Company, for the latter, on reaching the State line, could have gone on, under the Act of 1866, with the consent of the Oregon Legislature, and completed the line of road to Portland. The same inducements on the part of the Government to give its aid in 1866, still exists in 1869. The Act of 1869, was, therefore, curative in its nature, and waived the literal performance of the acts called for by the Statute of 1866.

Is it not then clear, that the Act of 1869 was not intended to create any radical change in the Act of 1866? Its primary, and it may be said, only object, was to give to the subsequent filing, of the assent of the Corporation, in the Department of the Interior, the "same force and effect, to all intents and purposes, as if such assent had been filed within one year after the passage of said Act" of 1866.

The first proviso has no particular effect. It is merely declaratory of what the law would have been without it, and was, as is often the case, in the acts of



legislative bodies, inserted out of abundance of caution.

The only difficulty which arises, is, as to the force of the second proviso. The whole force and effect of the Act of 1866, and the construction and object and motives, as deducible from the Act itself, have been reviewed at such length, and the circumstances under which the Act of 1869, was passed, presented, to enable us to get more satisfactorily at the power and meaning of the last proviso of this Act of 1869.

If it means that "actual settlers only" can become purchasers from the Company, and that all the lands, far and near, whether at stations, new towns, or important commercial points, are limited to two dollars and a half per acre, then it not only is directly contrary to the whole scope and bearing of the Act of 1866, but repeals by implication, a great part of that Act. All this is done, if at all, not by the plain language of the body of the enactment, but by the obscure words of a second proviso.

It is an elementary rule, requiring at this day no authority for its support, that repeals by implication are not favored, and especially where the results are great and the changes radical. But here we may say with greater force, that the second Act, by such construction, would be made by implication not only to repeal very important provisions of the original Act, but would so alter and change it, that its objects would be really impeded, if not defeated altogether, and yet

the second Act is merely ancillary to the first Act, and was passed for the single purpose of giving the Oregon Road, the benefit of the first Act.

The times within which each twenty miles of road and telegraph shall be built, are not changed by the Act of 1869, and the most that can be said would be, that those periods of time, by reasonable construction would run from the date of the Act of 1869. The Sections 2, 4, 6, 8, and 9 of the original Act, must be considered still in force. The object is still "to aid in the construction of the Railroad, &c". The mandate still remains that "the land hereby granted shall be applied to the building of said road," &c. The word "assigns" is still annexed to the word "Company." The great benefit the Government is to have, as secured by Sections 2 and 5, still remains intact. But if the last proviso to the Act of 1869 is to be read literally, most of those provisions of the Act of 1866 would be repealed by implication. The Company could no longer sell to the highest bidder, any of its vast acres, could have no auction sale, could not speedily realize, but must await the slow and tedious progress of immigration to an agricultural State. At least a quarter of a century would pass away, yet short and positive is the time within which the road is to be completed and equipped.

The Secretary of the Interior too, withdraws the Railroad lands from public sale and settlement, as provided in Section 2 of the Act of 1866, and thereafter no *bona fide* settlement could be made on these lands. The Company could not even Mortgage the lands, because

a mortgage always contemplates the possibility of a foreclosure, or other enforced payment, in the ordinary way of judicial sentence, with the right of purchase by the creditors. Yet if none could purchase but settlers, and they only to the extent of 160 acres, each, and that too at two dollars and fifty cents per acre, a mortgage is practically and in fact, absolutely prohibited. Such absurd results could never have been contemplated by Congress; certainly not as the effect of a mere proviso to an amendatory or supplemental Act.

Take the language of the *proviso* itself, and what can be said of it? Does it mean that no sale shall be made by the Companies, unless made to actual settlers? Is it merely a *power* to sell to actual settlers; or is it, at once, mandatory and limited? *Must* the Company sell to actual settlers against its inclination, and can it sell to no one else? If yea, how long must the "actual settler" have been such? Can he claim the pre-emption right the next day after he enters? If not, how long must he have occupied before he can claim it? What kind of occupation is required to make him an actual settler? Will the pitching of a tent do? Or must he have a house? Are enclosures necessary? Must he conform in his settlement to the Government survey, or not? Who is to determine his qualifications as an actual settler? Not the Registers, or any other Government officer, for these cease to be Government lands, and pass to the Company, and the restraint at best, is on the power of alienation, after the lands vest in the patentee. Is the question then to be tried between the "actual set-

tlar" and the Company? Can the "actual settler" tender his money and claim a deed, and procure a decree, of a Court of Equity, enforcing his rights; or a mandamus? If so, the Government would no longer have any interest in the controversy, and the Courts of the land would give a complete remedy to the settler. If the land were sold by the Company before the settler entered, could he have a right for all time, still to enter, until somebody should become a settler? Can it be that these lands are to remain forever out of market unless some one settlers on them? In twenty years from now, will a title traced back through a series of persons to the patentee be conclusive; or must it appear, that the first person claiming from the patentee, was an "actual settler"?

Again, as the restraint would on such literal rendering, *be on sales* alone, the power of leasing would remain. Now a lease-hold for ninety-nine years, is a mere chattel interest, and quite distinguishable from a sale. All lands therefore could be leased for these long terms, or so long as the State laws permit, at least where there are no "actual settlers."

Grammatically considered, the word "only" would be an adjective, qualifying the noun "settlers," and the meaning would be, that sales shall be made to none others than "actual settlers"; which would leave the company at liberty to keep its lands forever out of the market, use them itself, or lease them for such terms as it pleases.

Besides, this reading, as above shown, is in conflict with the whole scope and object of the Act of 1866, and would repeal by implication, some of its most important and necessary parts.

If the words be transposed, and the word "only" be placed in proximity to the words "shall be sold," it would become an adverb, and leave the Company at liberty to do as it pleases with the lands, unless in the case of an actual settler, with whom its transactions would be limited to *sales only*. This construction, of course, is not admissible.

It would be equally absurd to suppose that no actual settler could, where the Company is willing, buy one quarter section "only"; thus attaching the word "only" to the quantity named in the proviso.

All these constructions seem to be so unreasonable, that I have been led to seek for some other meaning to this proviso. We must, if possible, give it some practical interpretation. It is a rule, that each part of a statute must be considered, as having some office to perform, and as intended by the law making power for a useful purpose.

What then is the meaning of this proviso? Before attempting to answer I may refer to certain well known rules of construction of Statutes.

The Supreme Court of California, in the important case of *French vs. Teschmacher*, 24 California Reports, lays down the following principles:



“The legal intendment is, that each and every clause, has been inserted for some useful purpose, and when rightly understood, may have some practical operation. For the purpose of harmonizing apparently conflicting clauses, each must be read, with direct reference to every other, which relates to the same subject, and so read, if possible, as to avoid repugnancy. And, to that end, sections, paragraphs, and sentences, may be transposed; elegance of composition may be sacrificed; and the meaning of words, and phrases, may be restricted or enlarged.”

So too in Smith’s Commentaries on Constitutional and Statutory Construction (page 47)—we find the rule, that Statutes in *pari materia* may be looked at, as well as the general scope of the Act to be construed; that “every part of it should be brought into action, in order to collect from the whole, one uniform and consistent sense, if that can be done. \* \* \* The whole context must be considered, in endeavoring to collect the sense of the parties, although the immediate object of the inquiry, be, the meaning of an isolated clause. This rule applies, in all its force, in the construction of Statutes when seeking for the intention of the Legislature.”

Looking then, at the Act of April 10th, 1869, and we find that although the Company designated by the Legislature of Oregon, is given one year after April 10th, 1869, within which to file its assent in the Department of the Interior, yet that Act relates back, and has



the same effect as if filed before the 25th July 1867. Being therefore retro-active, Congress was cautious to prevent a wrong being inflicted upon persons whose rights, had intervened during this time. The first proviso distinctly reserves the intervening rights of Railroad Companies under the Act of 1866, and provides (what was intended by the original Act) that only one Oregon Company should have a grant of lands under those Acts.

The second proviso carries out the same principle. During the long lapse from July 25th 1866, the date of the first Act, and April 10th 1869, the passage of the last Act—settlers had gone in upon portions of these lands, and made their homes, though they had not yet purchased, or pre-empted, or complied with the homestead laws. They were, however, “actual settlers,” and might have become, in the process of time (had not the Act of 1869 been passed), entitled to pre-emption or homestead rights. Up to April 10th 1869 no Oregon Company had acquired any right under the Act of 1866; consequently the Secretary of the Interior had not withdrawn, under the Act, the land from market, or settlement. The Act of 1869 operating then retrospectively, these “actual settlers” were affected, and consequently were intended to be protected by the last proviso of that Act. Rejecting the single word “only”, and the proviso becomes plain, viz: “*And provided farther, That the lands granted by the Act aforesaid shall be sold to actual settlers, in quantities not greater than one quarter section to one purchaser, and for a price not exceeding two dollars and fifty cents per acre.*” This

would mean "actual settlers", at the date of the Act of 1869—or possibly up to the time of the location of the road, after the passage of the Act of 1869.

The difficulty arises entirely from the use of the word "only". But the proviso may, by a slight transposition, give force even to that word; thus making it, that in the case of actual settlers, and in their cases "only", the Company would be compelled to let them have a quarter section each, at two dollars and a half per acre. This construction is rational and practical, retains all that is useful, in the original Act, aids the Railroad Company, and yet does justice to the "actual settler" who was on the land when the Act of 1869 was passed.

That we have a right to reject constructions which lead to absurd results, and to disregard the mere letter, and take a rational view of a statute, is maintained by all the great writers on Constitutional and Statutory Construction, such as Rutherford, Lieber, Vattel, Domat, Dwarris, Smith, Blackstone and Sedgwick.

It is not uncommon to find Statutes, in which the words do not express the intention of the law maker perfectly; but exceed or fall short of it, leaving the meaning to be ascertained by great rules of construction. By these rules, in the language of Lieber, we draw "conclusions respecting subjects which lie beyond the direct expressions of the text from elements known from, and given in the text—conclusions which are in the spirit, though not in the letter of the text."

In thus construing the Act of 1869, it is made to perform only a similar to that of the proviso in Section 2 of the Act of 1866. That Section after declaring that the "land which shall remain in the United States, within the limits of the aforesaid grant, shall not be sold for less than double the minimum price of public land, when sold," goes on to protect by the proviso "*bona fide and actual settlers*" under the pre-emption laws of the United States, giving the right to purchase, at the price fixed at the date of their settlements, and also to protect settlers under the homestead laws, to the extent of eighty acres of the land reserved to the United States.

The manifest intention of the last proviso, to the Act of 1869 is likewise to protect the "actual settler" who is deemed to have a claim on the equity and conscience of the Government.

I am satisfied from the whole scope of both Acts of Congress, and by applying the recognized rules of construction, that the meaning of the proviso, of the Act of 1869 is what I have given above, and that the power of the Company to sell is unlimited, as to persons and price, except that actual settlers on the lands on the 10th April 1869 and possibly up to the time of the location of the line of the Railroad, have the right to purchase one quarter section each at two dollars and fifty cents per acre.

Very respectfully

(Signed) S. M. WILSON.

(Endorsed as follows)

Copy of the *Opinion* given  
by Saml. M. Wilson, Esq.,  
on the Acts of Congress.

July 25th, 1866, and

April 10th, 1869—

in re, Land Grant to the  
Oregon & Cala. Road Co.  
San Fsc. Novr. 11th 1871—

“B”.

—————oOo—————

GOVERNMENT'S EXHIBIT

NO. 109—A

“B”

MEL

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

Washington December 5, 1911.

I hereby certify that the annexed copy of letter from Attorney General, dated April 20, 1872, is a true and literal exemplification from the original in the filed of this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to

be affixed, at the city of Washington, on the day and year above written.

H. W. SANFORD.

Recorder of the General Land Office.

(SEAL)

(GLO)

—————oOo—————

92,880—

DEPARTMENT OF JUSTICE

Washington April 20, 1872

Sir

I enclose some papers which have been transmitted to me by the Atty of the Oregon & California Railroad Co. to be filed I suppose in your office.

You will see that they relate to the construction of an amendment to the Act granting lands to said Co

Yours very truly

GEO. H. WILLIAMS .

HON. WILLIS DRUMMOND

Com. Gen. Land Office

Washington, D. C.

(Endorsed as follows)

Letter I. No. 92,880

HON. GEO. H. WILLIAMS

Atty Genl.

Apl. 20" 1872

Papers in the case

OF OREGON & CALI. R. R. CO. &C

Ackd. May 20, 1872

papers sent to Secretary

May 20/72

Sec. to Atty. Genl.

June 14, 1872 transmitting

Copy of Secy's Opinion.

Referred to Div. F

Received (G. L. O.) Apl. 22, 1872

R

(On left hand margin)

15

139

GOVERNMENT'S EXHIBIT

NO. 109—B

“B”

MEL

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

Washington December 5, 1911.

I hereby certify that the annexed copies of office letters dated May 20, 1872 and June 14, 1872, in re Oregon and California R. R. Co., are true and literal exemplifications from the record of said letters in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office



to be affixed, at the city of Washington, on the day and year above written.

H. W. SANFORD,  
Recorder of the General Land  
Office.

(SEAL)

(GLO)

———oOo———

DEPARTMENT OF THE INTERIOR,  
GENERAL LAND OFFICE,

May 20th 1872

Hon. Geo. H. Williams,  
Attorney General,  
Washington, D. C.

Sir:

I have the honor to acknowledge the receipt through you of certain papers through you from the Attorney of the Oregon & California Rail Road Co. for the purpose of obtaining a construction by the Department, of the Act of Congress approved April 10th 1869, amendatory to the Act of July 25, 1866, granting lands to the Oregon & California Rail Road and to state that the papers have been this day submitted to the Hon. Secretary of the Interior for his consideration.

I am Sir,

Very Respectfully,

WILLIS DRUMMOND,

Commissioner.

“F”. G. I. B.

DEPARTMENT OF THE INTERIOR,  
GENERAL LAND OFFICE,

June 14th, 1872.

Hon. Geo. H. Williams,

Attorney General U. S.

Sir:

Referring to your letter of 20th ult., transmitting papers in the case of the Oregon & California Railroad Co. for a construction by the Department of the last proviso of the Act of July 25, 1866, granting lands &c., I have the honor to state, that the papers were duly submitted to the Hon. Secretary of the Interior, as stated in our letter to you of 20th ult., and I enclose herewith a copy of his opinion in the matter dated the 5th inst.

Returning the papers transmitted with your letter  
I am Sir

Very respectfully,

WILLIS DRUMMOND,

Commissioner.

## GOVERNMENT'S EXHIBIT NO. 109—C

UNITED STATES OF AMERICA.  
DEPARTMENT OF THE INTERIOR

Washington, D. C., December 6, 1911

PURSUANT to Section 882 of the Revised Statutes, I hereby certify that the annexed paper is a true and literal exemplification of a letter dated June 5, 1872, addressed to the Commissioner of the General Land Office, as the same appears of record.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and caused the seal of the Department of the Interior to be affixed, the day and year first above written.

CARNIE A. THOMPSON

Assistant Secretary of the

(SEAL)

Interior

(DOI)

DEPARTMENT OF THE INTERIOR,  
WASHINGTON,

June 5, 1872

Sir:

I have considered the question presented in the papers transmitted with your letter of the 20th ultimo as to the meaning of the last proviso of the act approved 10th April, 1869, "granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon,"

and I am of the opinion that the proviso means just what it says. "That the lands granted by the act aforesaid shall be sold to actual settlers only, in quantities not greater than one quarter section to one purchaser, and for a price not exceeding two dollars and fifty cents per acre." The legislative intention was plainly to prevent the lands from being held for speculative prices and disposed of in larger quantities to other than actual settlers; and to limit the proviso's operation to those on the lands granted at or before the survey of the road would, in my judgment utterly defeat such intention.

The papers transmitted with your letter are herewith returned.

I am, Sir,

Very respectfully,

Your Obedt Servant,

C. DELANO,

Secretary.

(SEAL)

(DOI)

HON. WILLIS DRUMMOND,

Com. General Land Office.

GOVERNMENT'S EXHIBIT NO. 109—D  
DEPARTMENT OF THE INTERIOR  
GENERAL LAND OFFICE

“B”

MEL

Washington December 5, 1911.

I hereby certify that the annexed copy of office letter dated July 16, 1872, is a true and literal exemplification from the press copy of said letter in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

H. D. SANFORD,  
Recorder of the General Land  
Office.

(SEAL)  
(GLO)

—————oOo—————

F

W.K.M.

DEPARTMENT OF THE INTERIOR,  
GENERAL LAND OFFICE,

Washington, D. C. July 16th 1872.

Address only the  
Commissioner of the General  
Land Office.

Hon. Geo. H. Williams,  
Attorney General U. S.

Dept. of Justice.

Sir:

I have the honor to acknowledge your communica-

tion of 27th ult., returning certain papers filed with you, by B. Holliday Esq., relative to the construction to be placed on the last proviso of the Act of 10th of April 1869, amendatory of the Act of 26th of July 1866, granting lands for the Oregon & California Railroad.

It is stated in your letter that the papers contain no communication to me or to the Secretary of the Interior, asking any action or decision in reference to the subject which they discussed. That they were not filed with the view of eliciting any opinion, and that you did not suppose any would be given until some questions were presented which it would be necessary for the Department to decide &c. You, therefore, ask that the papers may be filed until some question arises, or the parties bring them before me for consideration, or ask for opinion upon the question which they present, and that the opinion which the Secretary has given upon the subject may be withdrawn until some question is raised, making it necessary to pass upon the construction of the Act mentioned, or until the parties interested desire an opinion on the subject.

These papers were originally presented to this office with your letter of 20th April last. In that letter you use the following language: "I enclose some papers "which have been transmitted to me by the Attorney of "the Oregon & California Railroad Co., to be filed, I "suppose, in your office. You will see that they relate "to the construction of an amendment to the Act grant- "ing Lands to said Co."



I am aware that none of these communications are addressed to the Secretary or myself, but I would respectfully call your attention to the following quotation from the letter.

1st. Letter of Mr. Wilson to B. Holladay, in which after referring to the laws, he closes as follows:—

“In order, however, that there may be a full understanding with the Executive Department of the Government, so that proceedings in disposal of the lands, may in all respects be harmonious and concurrent, it is requested that you will bring the matter to the attention of Attorney General Williams, who is conversant with the subject to the end that he may request the Secretary of the Interior to despatch an affirmation of the principles referred to, which the Company would be grateful to have in the form suggested by a draft of a letter, which I enclose herein addressed to myself.” Again, in Mr. Wilson’s letter to you, after requesting the same, he concludes as follows: “Now I am directed to lay all the facts before you, and the principles as enunciated above, to the end that the same may be referred by you, to the Department of the Interior, with a request that as it is not doubted, this liberal construction will be approved—a communication may be addressed to the President of the Company, ratifying and affirming the justness and correctness of the construction of the said Act of April 10, 1869, as above set forth.”

You will observe that these quotations clearly look

to an expression of opinion on the part of the Department, as to the construction of the law, asking the affirmation of the opinion of the law, as taken by the Company, when too, these papers were accompanied with the opinion of counsel for the Company as to the meaning of the law, and a form of letter as the basis for a reply. I certainly had no doubt but that the Company did desire, and asked for, the view of the Office on the matter.

It was not understood that you desired the opinion, but the letter was addressed to you because I viewed you as the medium of communication adopted by the Company.

Your request for a recall of the opinion expressed was presented to the Secretary who desires me to state that while he must respectfully decline to formally withdraw his opinion, yet, in view of your letter, he will be willing at any time, on application to reopen the case and to have all arguments the Company may desire to present upon the matter.

The papers have, as you requested, been placed on file.

I am Sir:

Very respectfully,

WILLIS DRUMMOND,

Commissioner.

"GOVERNMENT'S EXHIBIT NO. 110"

"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
July 28, 1870,	1	July 25, 1866,	32,517.21	November 23, 1870,	1 May 9, 1871,
April 29, 1871,	2	July 25, 1866,	72,325.53		
		July 25, 1866,	47,991.93	June 26, 1871,	2 July 12, 1871,
September 21 and 23, 1871,	3	July 25, 1866,	42,729.16 26,332.47	May 9, 1872,	3 May 29, 1872.
April 29, 1871,	4	July 25, 1866,	8,070.46		
June 21, 1876, and September 27, 1876,	5	July 25, 1866,	6,559.21	June 10, 1876,	4 June 22, 1876.
Between August 26, 1887 and March 8, 1892,	5	July 25, 1866,	86,622.71	May 17, 1877,	5 June 18, 1877.

“GOVERNMENT’S EXHIBIT NO. 110”  
“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
Between March 17, 1887, and August 18, 1887,	6	July 25, 1866,	71,081.41	March 3, 1893,	7 March 3, 1893.
Between March 17,      Suppl 1887, and October 6, 1887	6	July 25, 1866,	152,409.43	May 16, 1894,	9 June 11, 1894.
Between September 27, 1876, and March 5, 1892,	7	July 25, 1866,	11,455.62	April 20, 1895,	12 April 24, 1895.
Between June 21, 1876, and March 29, 1890,	8	July 25, 1866,	97,929.67	March 3, 1893,	8 March 3, 1893.
Between June 13, 1887, and October 19, 1892,	9	July 25, 1866,	98,786.37	February 14, 1893,	6 February 20, 1893.

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Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
Between September 21, 1871, and May 15, 1890,	10	July 25, 1866,	24,689.45	February 14, 1893,	6 February 20, 1893.
Between September 21, 1871, and May 15, 1890,	Suppl 10	July 25, 1866,	229,943.52	November 22, 1894,	10 December 3, 1894.
Between November 27, 1885, and August 20, 1894,	11	July 25, 1866,	83,889.76	April 20, 1895,	13 April 27, 1895.
Between July 8,	Suppl	July 25, 1866,	52,397.39	April 13, 1895,	11 April 23, 1895.
1887, and March 8, 1892,	11	July 25, 1866,	11,147.91	October 2, 1895,	20 October 9, 1895.
Between June 21, 1876, and September 8, 1894,	12	July 25, 1866,	16,942.26	May 13, 1895,	14 May 14, 1895.

“GOVERNMENT’S EXHIBIT NO. 110”  
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RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Area		Date of Approval by Secretary.	Number and date of patent
		Act	Acres		
Between July 6, 1887, Suppl and September 8, 1894,	12	July 25, 1866,	26,938.51	March 12, 1896,	36 March 14, 1896.
September 3, 1888,	13	July 25, 1866,	480.00	May 13, 1895,	14 May 14, 1895.
March 5, 1888,	14	May 4, 1870,	1,630.11	September 26, 1895,	18 October 9, 1895.
March 5, 1888,	15	May 4, 1870,	40.00	October 2, 1895,	21 October 9, 1895.
Between March 31, 1877, and June 8, 1893,	16	May 4, 1870,	46,091.14	September 26, 1895,	17 October 9, 1895.
Between March 31, 1877, and July 27, 1893,	17	May 4, 1870,	12,349.64	September 26, 1895,	16 October 9, 1895.



“GOVERNMENT’S EXHIBIT NO. 110”  
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 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Area Acres	Date of Approval by Secretary	Number and date of patent
Between May 2, 1895, and July 5, 1895,	18	July 25, 1866,	10,464.96	October 2, 1895, 19 October 9, 1895.
October 6, 1887, and July 5, 1895,	18	July 25, 1866,	5,185.00	May 7, 1896, 46 May 8, 1896.
August 13 and 17, 1895,	19	July 25, 1866,	13,528.49	December 12, 1895, 22 December 13, 1895.
August 13, 1895,	Suppl 19	July 25, 1866,	160.00	March 11, 1896, 35 March 13, 1896.
Between July 6 and August 13, 1895,	20	July 25, 1866,	4,194.12	December 12, 1895, 23 December 13, 1895.
September 9, 1895,	21	July 25, 1866,	150,269.98	December 12, 1895, 24 December 16, 1895.

“GOVERNMENT’S EXHIBIT NO. 110”  
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RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary.	Number and date of patent
September 9, 1895,	Suppl 21	July 25, 1866,	107,625.96	March 13, 1896,	38 March 17, 1896.
Between October 12 and 25, 1895,	22	July 25, 1866,	203,947.91	December 12, 1895,	25 December 17, 1895.
October 12 and 25, 1895,	Suppl 22	July 25, 1866,	59,098.60	March 13, 1896,	39 March 16, 1896.
September 3, 1895,	23	May 4, 1870,	32,968.11	December 12, 1895,	26 December 14, 1895.
September 3, 1895, Suppl	23	May 4, 1870,	1,123.39	April 10, 1896,	40 April 11, 1896.
November 2, 1895,	24	July 25, 1866,	21,813.34	January 9, 1896,	27 January 20, 1896.
November 2 and 18, Suppl 1895,	24	July 25, 1866,	259,351.46	April 30, 1896,	42 May 6, 1896.

“GOVERNMENT'S EXHIBIT NO. 110”  
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 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval		Number and date of patent
					by Secretary	
August 7, 1895,	25	July 25, 1866,	6,366.90	May 7, 1896,		47 May 7, 1896.
March 29, 1880,	26	July 25, 1866,	640.00	January 19, 1896,		29 January 21, 1896.
October 6, 1887,	Suppl 26	July 25, 1866,	1,601.38	April 15, 1896,		41 April 17, 1896.
November 11, 1895,	27	May 4, 1870,	994.91	January 11, 1896,		28 January 20, 1896.
March 5, 1888,	28	May 4, 1870,	40.00	January 17, 1896,		30 January 21, 1896.
March 14, 1877,	29	July 25, 1866,	80.00	February 10, 1896,		31 February 12, 1896.
November 27, 1895,	30	July 25, 1866,	112,479.84	April 30, 1896,		43 May 4, 1896.
January 3, 1896,	31	July 25, 1866,	952.19	February 18, 1896,		32 February 21, 1896.

“GOVERNMENT'S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
January 3, 1896,	Suppl 31	July 25, 1866,	13,417.07	April 30, 1896,	44 May 2, 1896.
October 11, 1890, and July 24, 1893,	32	May 4, 1870,	13,003.26	February 18, 1896,	33 February 21, 1896.
October 11, 1890,	Suppl 32	May 4, 1870,	8,201.22	June 5, 1896,	50 June 6, 1896.
December 4, 1895,	33	July 25, 1866,	4,162.53	March 10, 1896,	34 March 12, 1896.
March 31, 1877,	34	May 4, 1870,	160.00	March 13, 1896,	37 March 16, 1896.
January 3, 1896,	35	July 25, 1866,	4,135.80	April 30, 1896,	45 May 2, 1896.
January 9, 1896,	Suppl 35	July 25, 1866	2,037.09	July 21, 1896,	53 July 23, 1896.

“GOVERNMENT'S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
June 7, 1894,	36	July 25, 1866,	638.24	May 9, 1896,	48 May 12, 1896.
January 24, 1896,	37	July 25, 1866,	242.60	May 19, 1896,	49 May 20, 1896.
January 24, 1896,	Suppl 37	July 25, 1866,	110.00	November 20, 1896,	66 November 24, 1896.
March 24, 1896,	38	July 25, 1866,	10,534.71	July 8, 1896,	51 July 10, 1896.
March 5, 1896,	39	July 25, 1866,	31.82	July 13, 1896,	52 July 15, 1896.
April 1, 1896,	40	July 25, 1866,	11,461.44	July 21, 1896,	54 July 23, 1896.
May 1, 1896,	Suppl 40	July 25, 1866,	29,156.92	October 17, 1896,	63 October 22, 1896.
April 28, 1896,	41	July 25, 1866,	5,868.14	July 21, 1896,	55 July 23, 1896.

“GOVERNMENT'S EXHIBIT NO. 110”

“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Area Acres	Date of Approval by Secretary	Number and date of patent
May 1, 1896,	42	July 25, 1866,	14,884.84	July 21, 1896, 56 July 23, 1896
January 10, 1894,	43	July 25, 1866,	402.01	August 17, 1896, 57 August 19, 1896.
April 1, 1896,	44	July 25, 1866,	156.52	August 17, 1896, 58 August 19, 1896.
June 25, 1896,	45	May 4, 1870,	1,933.78	September 26, 1896, 59 September 30, 1896.
June 6, 1896,	46	May 4, 1870,	655.80	October 10, 1896, 60 October 13, 1896.
July 7, 1896,	47	July 25, 1866,	5,938.39	October 10, 1896, 61 October 13, 1896.
August 4, 1896,	48	May 4, 1870,	5,186.92	October 15, 1896, 62 October 17, 1896.
January 24, 1896,	49	July 25, 1866,	120.00	October 21, 1896, 64 October 23, 1896.



"GOVERNMENT'S EXHIBIT NO. 110"

"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
July 27, 1893,	50	May 4, 1870,	988.96	October 21, 1896,	65 October 23, 1896.
June 17, 1896,	51	July 25, 1866,	40.00	February 25, 1897,	77 February 26, 1897.
March 30, 1880,	52	July 25, 1866,	352.89	December 4, 1896,	69 December 7, 1896.
September 23, 1871,	53	July 25, 1866,	3,425.80	December 4, 1896,	68 December 8, 1896.
October 26, 1896,	54	July 25, 1866,	400.00	December 4, 1896,	67 December 7, 1896.
Between March 30, 1880, and December 4, 1895,	55	July 25, 1866,	190.17	January 28, 1897,	70 January 30, 1897.
August 26, 1887, and Sep- tember 8, 1894,	56	July 25, 1866,	440.00	January 28, 1897,	71 January 30, 1897.

“GOVERNMENT’S EXHIBIT NO. 110”  
“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists-or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
December 6, 1893,	57	July 25, 1866,	200.51	February 1, 1897,	72 February 4, 1897.
March 31, 1877,	58	May 4, 1870,	228.00	February 13, 1897,	76 February 16, 1897,
June 21, 1876, and May 22, 1893,	59	July 25, 1866,	1,701.00	February 1, 1897,	73 February 4, 1897.
March 30, 1880,	60	July 25, 1866,	309.05	February 1, 1897,	73 February 4, 1897.
October 11, 1890, and July 24, 1893,	61	May 4, 1870,	400.00	February 13, 1897,	75 February 16, 1897.
March 30, 1880,	62	July 25, 1866,	20.00	February 13, 1897,	74 February 16, 1897.
October 25, 1895,	63	July 25, 1866,	120.00	February 25, 1897,	78 February 27, 1897.

“GOVERNMENT'S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
January 27, 1897,	64	May 4, 1870,	1,680.00	March 1, 1897,	79 March 2, 1897.
Between May 15, 1890, and November 27, 1895,	65	July 25, 1866,	1,054.16	March 2, 1897,	80 March 3, 1897.
Between September 30, 1871, and April 28, 1896,	66	July 25, 1866,	3,138.95	March 2, 1897,	81 March 3, 1897.
Between August 19, 1887, and January 24, 1896,	66 Suppl	July 25, 1866,	1,473.60	June 30, 1897,	89 July 9, 1897.
October 11, 1890,	67	May 4, 1870,	80.00	April 30, 1897,	82 May 6, 1897.
Between August 26, 1887, and August 17, 1895,	68	July 25, 1866,	1,239.53	April 30, 1897,	(83 May 6, 1897. (84 May 6, 1897.

“GOVERNMENT'S EXHIBIT NO. 110”

“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
March 17, 1888, and August 7, 1895,	69	July 25, 1866,	560.00	May 11, 1897,	(85 May 17, 1897. (86 May 17, 1897.
October 6, 1887,	70	July 25, 1866,	960.00	June 9, 1897,	87 June 15, 1897.
October 6, 1887, Suppl and March 8, 1892,	70	July 25, 1866,	1,680.44	September 27, 1897,	91 October 5, 1897.
Between September 30, 1871, and November 27, 1895,	71	July 25, 1866,	9,207.77	June 22, 1897,	88 July 3, 1897.
Between September 27, 1876, and November 27, 1895,	Suppl 71	July 25, 1866,	5,579.59	September 27, 1897,	92 October 5, 1897.

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"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
April 8, 1897,	72	July 25, 1866,	2,241.55	November 27, 1897,	95 December 4, 1897.
Between September 30, 1871, and May 15, 1890,	73	July 25, 1866,	1,315.28	August 26, 1897,	90 September 2, 1897.
Between September 30, 1871, and September 9, 1895,	Suppl 73	July 25, 1866,	1,529.48	November 27, 1897,	96 December 4, 1897.
November 18 and 27, 1895,	74	July 25, 1866,	120.00	December 18, 1897,	98 December 22, 1897.
Between September 30, 1871, and November 27, 1895,	75	July 25, 1866,	3,957.49	November 11, 1897,	93 November 16, 1897.

“GOVERNMENT'S EXHIBIT NO. 110”

“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Area Acres	Date of Approval by Secretary	Number and date of patent
Between May 15, 1890, and November 27, 1895,	Suppl 75	July 25, 1866,	3,306.90	February 3, 1898, 100 February 9, 1898.
November 2, 1895,	76	July 25, 1866,	73.36	November 11, 1897, 94 November 16, 1897.
September 30, 1871, and October 6, 1887,	77	July 25, 1866,	80.00	November 27, 1897, 97 December 4, 1897.
October 8, 1890,	Suppl 77	July 25, 1866,	79.83	February 24, 1898, 102 March 2, 1898.
May 15, 1890,	78	July 25, 1866,	160.00	February 25, 1898, 103 March 3, 1898.
November 10, 1897,	79	July 25, 1866,	17,019.09	January 3, 1898, 99 January 10, 1898.



"GOVERNMENT'S EXHIBIT NO. 110"  
 "DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
November 12, 1897, Suppl	79	July 25, 1866,	8,893.26	May 13, 1898,	105 May 27, 1898.
December 9, 1893, and October 25, 1895,	80	July 25, 1866,	441.75	February 24, 1898,	101 March 2, 1898.
October 6, 1887, and March 17, 1888,	81	July 25, 1866,	192.00	February 24, 1898,	102 March 2, 1898.
March 31, 1877,	82	May 4, 1870,	72.75	March 2, 1898,	104 March 8, 1898.
May 15, 1890, and Septem- ber 9, 1895,	83	July 25, 1866,	442.28	June 21, 1898,	106 June 29, 1898.
October 6, 1887,	84	July 25, 1866,	22.20	June 21, 1898,	107 June 29, 1898.

“GOVERNMENT’S EXHIBIT NO. 110”

“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
March 8, 1898,	85	July 25, 1866,	14,137.74	November 1, 1898,	112 November 11, 1898.
February 15, 1898,	86	July 25, 1866,	13,012.36	December 16, 1898,	113 December 30, 1898.
December 27, 1895,	87	July 25, 1866,	440.00	August 25, 1898,	108 August 31, 1898.
May 9, 1898,	88	July 25, 1866,	5,787.48	September 21, 1898,	109 September 28, 1898.
March 28, 1898,	89	July 25, 1866,	5,898.07	October 11, 1898,	111 October 15, 1898.
May 15, 1890, and Novem- ber 27, 1895,	90	July 25, 1866,	181.06	October 3, 1898,	110 October 14, 1898.
May 23, 1898,	91	July 25, 1866,	14,082.84	January 25, 1899,	114 February 2, 1899.

“GOVERNMENT'S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
May 15, 1890, and Novem- ber 18, 1895,	92	July 25, 1866,	309.95	February 14, 1899,	115 February 23, 1899.
Between May 15, 1890, and November 27, 1895,	Suppl 92	July 25, 1866,	9,186.07	June 21, 1899,	126 June 26, 1899.
Between March 30, 1880, and November 9, 1898,	93	July 25, 1866,	1,467.85	February 15, 1899,	116 February 25, 1899.
November 2, 1898,	94	July 25, 1866,	19,582.14	March 13, 1899,	117 March 20, 1899.
October 12, 1895, and November 2, 1898	Suppl 94	July 25, 1866,	2,428.66	August 16, 1899,	133 August 22, 1899.

“GOVERNMENT’S EXHIBIT NO. 110”  
“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary.	Number and date of patent
January 12, 1899,	95	July 25, 1866,	766.33	March 24, 1899,	118 March 29, 1899.
Between September 9, 1895, and January 12, 1899,	Suppl 95	July 25, 1866,	969.58	June 27, 1899,	127 June 30, 1899.
October 25 and November 9, 1898,	96	July 25, 1866,	2,863.39	May 16, 1899,	124 May 22, 1899.
September 21, 1871, and August 16, 1886,	97	July 25, 1866,	362.89	April 13, 1899,	119 April 18, 1899.
November 8, 1898,	98	May 4, 1870,	520.00	May 6, 1899,	121 May 11, 1899.
May 15, 1890,	99	July 25, 1866,	360.00	May 6, 1899,	122 May 11, 1899.

“GOVERNMENT'S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection	Area		Date of Approval	
		No.	Acres	by Secretary	Number and date of patent
May 15, 1890, and October 15, 1898,	99	July 25, 1866,	4,512.04	August 15, 1899,	131 August 22, 1899.
November 2, 1898,	100	July 25, 1866,	567.11	May 11, 1899,	123 May 17, 1899.
November 8, 1898, Suppl 100	July 25, 1866,	2,676.33	August 16, 1899,	134	August 22, 1899.
December 28, 1898,	101	July 25, 1866,	7,040.40	May 31, 1899,	125 June 3, 1899.
October 6, 1887,	102	July 25, 1866,	40.00	November 27, 1899,	140 December 4, 1899.
Between September 23, 1871, and January 12, 1899,	103	July 25, 1866,	243.34	December 9, 1899,	149 December 15, 1899.

“GOVERNMENT’S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary.	Number and date of patent
October 24, 1898,	104	July 25, 1866,	11,585.23	June 29, 1899,	128 July 10, 1899.
September 9, 1898, Suppl 104		July 25, 1866,	19,022.15	January 23, 1900,	154 January 29, 1900.
Between September 23, 1871, and November 27, 1895,	105	July 25, 1866,	1,131.36	November 29, 1899,	141 December 6, 1899.
September 23, 1871,	106	July 25, 1866,	120.00	August 30, 1899,	135 September 7, 1899.
Between September 23, 1871, and August 16, 1886,	Suppl 106	July 25, 1866,	481.30	November 28, 1899,	142 December 6, 1899.



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 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
April 28, 1896, and October 1, 1898,	107	July 25, 1866,	6,914.23	July 17, 1899,	129 July 21, 1899.
October 12, 1895,	108	July 25, 1866,	400.00	August 5, 1899,	130 August 10, 1899.
September 9, 1895, Suppl and October 12, 1895,	108	July 25, 1866,	1,616.51	November 28, 1899, 143	December 6, 1899.
November 2, 1895, and November 18, 1895,	110	July 25, 1866,	2,348.99	December 9, 1899,	150 December 18, 1899.
May 15, 1890, and Septem- ber 9, 1895,	111	July 25, 1866,	751.93	September 8, 1899,	136 September 14, 1899.

"GOVERNMENT'S EXHIBIT NO. 110"  
 "DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
May 15, 1890, and . . . Suppl					
November 2, 1895,	111	July 25, 1866,	1,689.20	December 29, 1899,	153 January 5, 1900.
September 23, 1871, and					
November 1, 1898,	112	July 25, 1866,	365.20	August 15, 1899,	132 August 22, 1899.
September 23, 1871 Suppl	112	July 25, 1866,	200.00	November 28, 1899,	144 December 6, 1899.
June 12, 1899,	114	July 25, 1866,	2,630.10	November 24, 1899,	139 December 4, 1899.
June 12, 1899, Suppl	114	July 25, 1866,	12,642.32	May 1, 1900,	157 May 8, 1900.
Between September 23, 1871, and September 9, 1895,	116	July 25, 1866,	632.95	November 21, 1899,	137 ) November 29, 1899. 138 )

“GOVERNMENT'S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval	
				by Secretary	Number and date of patent
November 27, 1895,	115	July 25, 1866,	1,875.37	December 19, 1899,	152 December 26, 1899.
April 3, 1899,	117	July 25, 1866,	26,582.12	November 28, 1899,	145 December 6, 1899.
May 16, 1899,	118	July 25, 1866,	2,541.95	November 28, 1899,	146 December 6, 1899.
May 16, 1899,	119	July 25, 1866,	11,312.16	December 4, 1899,	147 December 12, 1899.
May 16, 1899,	120	July 25, 1866,	11,042.33	December 15, 1899,	151 December 20, 1899.
June 12, 1899,	121	July 25, 1866,	953.65	December 4, 1899,	148 December 12, 1899.
May 15, 1899,	122	July 25, 1866,	7,143.51	September 6, 1900,	163 September 13, 1900.
May 16, 1899,	123	July 25, 1866,	320.44	April 18, 1900,	156 April 27, 1900.
September 23, 1871, Suppl and May 15, 1890,	116	July 25, 1866,	883.13	March 28, 1900,	155 April 11, 1900.

“GOVERNMENT’S EXHIBIT NO. 110”  
 “DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
 RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Area Acres	Date of Approval by Secretary	Number and date of patent
January 24, 1896,	124	July 25, 1866,	40.00	August 10, 1900, 159 August 21, 1900.
June 12, 1899,	125	July 25, 1866,	80.00	May 1, 1900, 158 May 8, 1900.
January 29 and February				160
13, 1900,	126	July 25, 1866,	960.58	August 9, 1900, 161 August 16, 1900.
September 23, 1871, and				
June 12, 1899,	127	July 25, 1866,	60.00	August 9, 1900, 162 August 16, 1900.
				164
				165
				166
Between July 28, 1870,				
and October 27, 1890,	128	July 25, 1866,	9,146.50	August 3, 1901, 167 August 8, 1901.
				168
				169

"GOVERNMENT'S EXHIBIT NO. 110"

"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection	Area Acres	Date of Approval by Secretary	Number and date of patent
Between September 30, 1871, and June 12, 1899,	Suppl 128	July 25, 1866,	3,771.66	May 23, 1902, 179 May 28, 1902. 170
Between September 30, 1871, and December 5, 1900,	129	July 25, 1866,	5,325.86	August 3, 1901, 171 172 August 8, 1901. 173
May 31 and Decem- ber 5, 1900,	Suppl 129	July 25, 1866,	397.09	September 24, 1902, 182 September 29, 1902. 174
Between June 28, 1873, and September 8, 1894,	130	July 25, 1866,	4,832.17	August 3, 1901, 175 176 August 8, 1901.
Between June 21, 1876, and September 28, 1894,	131	July 25, 1866,	41,162.07	August 3, 1901, 177 August 8, 1901.

"GOVERNMENT'S EXHIBIT NO. 110"

"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval	
				by Secretary	Number and date of patent
September 8, 1894, Suppl	131	July 25, 1866,	8,403.44	September 24, 1902,	183 September 29, 1902.
March 14, 1877,	132	July 25, 1866,	362.63	January 18, 1902,	178 January 24, 1902.
March 14, 1877,	133	July 25, 1866,	199.11	June 16, 1902,	180 June 21, 1902.
March 8, 1898, and July 3, 1901,	135	July 25, 1866,	1,298.07	December 1, 1902,	184 December 6, 1902.
March 13, 1871,	136	July 25, 1866,	1,094.40	September 24, 1902,	181 September 29, 1902.
May 3, 1901,	137	July 25, 1866,	328.52	December 1, 1902,	185 December 6, 1902.
June 6, 1901,	138	July 25, 1866,	6,312.92	December 1, 1902,	186 December 6, 1902.
June 17, 1901,	139	July 25, 1866,	10,099.40	December 3, 1902,	188 December 6, 1902.
May 13, 1901,	140	July 25, 1866,	3,898.96	December 1, 1902,	187 December 6, 1902.



"GOVERNMENT'S EXHIBIT NO. 110"

"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval	
				by Secretary	Number and date of patent
September 27, 1900,	141	July 25, 1866,	40.00	February 14, 1903,	189 February 18, 1903.
April 22, 1902	142	July 25, 1866,	19,876.97	February 14, 1903,	190 February 18, 1903.
August 26, 1887, and June 16, 1902,	143	July 25, 1866,	1,121.35	March 12, 1903,	193 March 20, 1903.
Between June 30, 1880, and July 3, 1901,	144	July 25, 1866,	513.28	March 11, 1903,	191 March 16, 1903.
November 27, 1895, Suppl and October 27, 1900,	144	July 25, 1866,	100.00	September 9, 1903,	199 September 12, 1903.
May 3, 1902,	145	July 25, 1866,	4,190.16	March 13, 1903,	194 March 20, 1903.
April 29, 1871,	146	July 25, 1866,	40.00	March 11, 1903,	192 March 16, 1903.

“GOVERNMENT’S EXHIBIT NO. 110”

“DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT.”

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
March 3, 1877, and November 11, 1895,	147	May 4, 1870	200.00	March 14, 1903,	196 March 20, 1903.
April 20, 1899,	148	July 25, 1866,	240.00	March 13, 1903,	195 March 13, 1903. (20.)
July 24, 1893,	149	May 4, 1870,	70.14	March 16, 1903,	197 March 16, 1903.
Between June 21, 1876, and August 26, 1887,	150	July 25, 1866,	10,316.32	June 15, 1903,	198 June 23, 1903.
December 28, 1898,	151	July 25, 1866,	89.17	February 3, 1904,	201 February 9, 1904.
March 30, 1880, and May 3, 1892,	152	July 25, 1866,	121.20	January 8, 1904,	200 January 12, 1904.
February 9, 1903,	153	July 25, 1866,	27,283.76	June 8, 1904,	202 June 14, 1904.

"GOVERNMENT'S EXHIBIT NO. 110"

"DATE OF LISTS OR SELECTIONS, ETC., OF LANDS PATENTED TO THE OREGON AND CALIFORNIA  
RAILROAD COMPANY UNDER LAND GRANTS INVOLVED IN THIS SUIT."

Date of Lists or Selections.	List or Selection No.	Act	Area Acres	Date of Approval by Secretary	Number and date of patent
February 9, 1903,	Suppl 153	July 25, 1866,	11,744.95	October 22, 1904,	203 October 28, 1904.
March 15, 1904,	154	July 25, 1866,	20,006.55	January 28, 1905,	205 February 3, 1905.
April 6, 1903,	155	July 25, 1866,	1,922.44	January 18, 1905,	204 January 26, 1905.
June 16, 1902,	156	July 25, 1866,	160.55	April 22, 1905,	206 April 27, 1905.
Between June 13, 1887, and August 15, 1904, September 30, 1871, and March 15, 1904,	157	July 25, 1866,	791.69	April 25, 1905,	207 May 5, 1905.
June 30, 1880,	158	July 25, 1866,	2,677.40	May 26, 1905,	208 June 5, 1905.
July 28, 1870,	159	July 25, 1866,	161.22	November 2, 1905,	209 November 9, 1905.
February 9, 1903,	160	July 25, 1866,	38.82	November 2, 1905,	210 November 9, 1905.
	161	July 25, 1866,	20.00	November 28, 1906,	211 December 7, 1906.

GOVERNMENT'S EXHIBIT NO. 111.

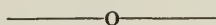
B DEPARTMENT OF THE INTERIOR  
GENERAL LAND OFFICE  
WASHINGTON

March 11, 1912.

I hereby certify that the annexed copy of Original List No. 1, of lands selected by the Oregon and California Railroad Co., is a true and literal exemplification from the original list in this office.

IN TESTIMONY WHEREOF, I have  
hereunto subscribed my name and  
caused the seal of this office to be affixed,  
at the city of Washington, on the day  
and year above written.

(Seal) H. W. SANFORD,  
Recorder of the General Land Office.



A—28	List 1	Pn	Noted in Selection Docket Page 130
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STATE OF OREGON,

U. S. Land Office, Oregon City

July 12, 1870.

The Oregon and California Railroad Company,  
assignee of the Oregon Central Railroad Company,  
under and by virtue of the Act of Congress entitled "An

SELECTIONS BY THE OREGON AND CALI-  
FORNIA RAILROAD COMPANY.

I, I. R. Moores, being duly sworn, depose and say that I am the Land Agent of the OREGON AND

CALIFORNIA RAILROAD COMPANY; that the foregoing List of Lands, which I hereby select, is a correct list of a portion of the public lands claimed by the said Road Company as enuring to the said Road Company, to aid in the construction of a Railroad and Telegraph line, and for which a grant of lands was made by the Act of Congress, approved July 25th, 1866; that said lands are vacant, unappropriated, and are not interdicted mineral nor reserved lands, and are of the character contemplated by the grant, being within the limits of thirty miles on each side of the line of the route for a continuous distance of Twenty miles, being for the First completed section of said road, starting from East Portland, Oregon, and ending at the Twenty Mile stake.

I. R. MOORES

Sworn and subscribed before me  
this 12 day of July, 1870.

Owen Wade (L. S.)

Register of the Land Office.

U. S. LAND OFFICE,

Oregon City, Oregon, July 28th, 1870.

We hereby certify that we have carefully and critically examined the foregoing list of lands claimed by the Oregon and California Railroad Company, under the grant, by Act of Congress, approved July 25th, 1866, and amendments thereto, and selected for said Company by I. R. Moores, the duly authorized Agent,



and we have tested the accuracy of said list by the plats and records of this office, and that we find the same to be correct; and we further certify that the filing of said list is allowed and approved, and that the whole of said lands are surveyed public lands of the United States, and within the limit of 20 miles on each side; and that the same are not, nor is any part thereof returned and denominated as mineral land, or lands, nor claimed as swamp lands; nor is there any homestead, preemption, State or other valid claim to any portion of said lands on file or record in this office. We further certify that the foregoing list shows an assessment of the fees payable to us, allowed by the Act of Congress approved July 1, 1864, and contemplated by the Circular of Instructions dated May 30, 1866, addressed by the Commissioner of the General Land Office, addressed to Registers and Receivers of the United States Land Offices, and that the said Company have paid to the undersigned, the Receiver, the full sum of two hundred and seventy two dollars in full payment and discharge of said fees.

OWEN WADE, Register.

HENRY WARREN, Receiver.

Noted in Selection

Docket Page 130

A-28

LIST NO 1

OREGON AND CALIFORNIA RAILROAD  
COMPANY SELECTIONS.

Oregon City Land District.

21,858 24/100 Acres.

Filed July 28th, 1870

Approved July 28, 1870.

---

A. L. Stinson, Printer  
Salem.

---

R. & R's fees \$272.00  
Clear List made for  
Approval, Nov. 3, 1870  
Cromwell  
Commissioner.

Noted in Selection Docket

Page 130

Posted DTP

## GOVERNMENT'S EXHIBIT NO. 111—A

B DEPARTMENT OF THE INTERIOR  
MEL GENERAL LAND OFFICE  
WASHINGTON

March 11, 1911.

I hereby certify that the annexed extract copy of original List No. 8, of lands selected by the Oregon and California Railroad Company, is a true and literal exemplification from the original list in this office.

IN TESTIMONY WHEREOF, I have  
hereunto subscribed my name and  
caused the seal of this office to be affixed,  
at the city of Washington, on the day  
and year above written.

H. W. SANFORD,  
(Seal) Recorder of the General Land Office.

---

—o—

1876 M Examined with Tract Books and find No. 8  
15310 no donation claims in conflict.

No. 8 May 9, 1877, T. C.

Oregon City Granted and Indemnity.

Noted in Selection Docket

STATE OF OREGON  
UNITED STATES LAND OFFICE

Oregon City, June 17th, 1876.

The Oregon & California Railroad Company, of Portland, Oregon, under and by virtue of the Acts of Congress entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad, in California, to Portland, Oregon" approved July 25th, 1866, and Acts amendatory thereof, approved respectively June 25th, 1868, and April 10th, 1869, and under and in pursuance of the rules and regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following list of selections of public lands claimed by the said Company as inuring to it, and to which it is entitled under and by virtue of the grants and provisions of the said Acts of Congress, and the location of the line of route of the Railroad of the said Company; being for the first five Sections (of twenty miles each) of the same, commencing at East Portland and ending at the fifth twenty miles post; the selections being particularly described as follows, to wit:

List No. 5 embracing the clear lands within the granted limits submitted for approval May 12, 1877, containing 44,484.82 acres.

STATE OF OREGON, )  
                                  ) ss.  
County of Clackamas)

I, Paul Schulze, being duly sworn, depose and say that I am the Land Agent of the Oregon and California Railroad Company; that the foregoing List of Lands, which I hereby select, is a correct list of a portion of the public lands claimed by the said Railroad Company as enuring to the said Railroad Company, to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad, in California, to Portland, Oregon, for which a grant of lands was made by the Acts of Congress, approved July 25th, 1866, June 25th, 1868, and April 10th, 1869 respectively; that the said lands are vacant, unappropriated, and are not interdicted mineral nor reserved lands, and are of the character contemplated by the grant, being within the limits of twenty and thirty miles on each side of the line of route for a continuous distance of one hundred miles, being for the first five sections of said Railroad starting from East Portland, and ending at the fifth twenty miles post.

Paul Schulze (L. S.)

SWORN AND SUBSCRIBED before me this

17th day of June, 1876.

Owen Wade

Register of the U. S. Land Office.

## U. S. LAND OFFICE,

Oregon City, Oregon, June 21, 1876.

WE HEREBY CERTIFY That we have carefully and critically examined the foregoing List of Lands claimed by the Oregon and California Railroad Company, under the grant, by Acts of Congress, approved July 25, 1866, and selected for said company by Paul Schulze, the duly authorized Agent, and we have tested the accuracy of said list by the plats and records of this office, and that we find the same to be correct. And we further certify that the filing of said list is allowed and approved, and that the whole of said lands are surveyed public lands of the United States, and within the limits of twenty and thirty miles on each side; and that the same are not, nor is any part thereof returned or denominated as mineral land or lands, nor claimed as swamp lands; nor is there any homestead, pre-emption, State or other valid claim to any portion of said lands on file or record in this office. We further certify that the foregoing list shows an assessment of the fees payable to us, allowed by the Act of Congress approved July 1, 1864, and contemplated by the Circular of Instructions dated October 15, 1873, addressed by the Commissioner of the General Land Office to the Registers and Receivers of the United States Land Offices, and that the said Company have paid to the undersigned, the Receiver, the full sum of eight hundred and sixty (860) dollars in full payment and discharge of said fees.

Owen Wade, Register

T. R. Harrison, Receiver



M 15310    Lieu F No. 3

List No. 8

OREGON AND CALIFORNIA  
R. R. COMPANY

Selections.

Oregon City, Oregon.

June 17, 1876.

68,819.44 A.

Entered on Tract Books.

Noted in Selection

Docket Page 130

Posted, Hobbs.

GOVERNMENT'S EXHIBIT NO. 111—B.

B.    DEPARTMENT OF THE INTERIOR

MEL    GENERAL LAND OFFICE

WASHINGTON

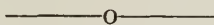
March 11, 1912.

I hereby certify that the annexed copies of papers and extract copy of List No. 16, of lands selected by the Oregon and California Railroad Co., are true and literal exemplifications from the original papers and list in this office.

IN TESTIMONY WHEREOF, I have  
hereunto subscribed my name and

caused the seal of this office to be affixed,  
at the city of Washington, on the day  
and year above written.

(Seal) H. W. SANFORD,  
Recorder of the General Land Office.



A—28

Oregon City No. 16

STATE OF OREGON  
UNITED STATES LAND OFFICE

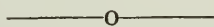
Noted in Selection

Docket Page 131



The Oregon and California Railroad Company, Successor and Assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of the Act of Congress entitled “An Act granting lands to aid in the construction of a Railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon, approved July 25th, 1866, and acts amendatory thereto, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19th and 20th, 1866, designating said Railroad Company to receive said grant and under and in pursuance of the rules and regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following list of selections of public lands

claimed by the said company as inuring to it, and to which it is entitled under and by virtue of the grants and provisions of the said Acts of Congress, and the location of the line of route of the railroad of the said company; being for a part of the 1st, 2nd, 3r, 4th and 5th Sections (100 miles) of the same, commencing at East Portland, and ending at the 100th mile post, the selections being particularly described as follows, to-wit:



No. 1080    THE FIRST NATIONAL BANK  
OF PORTLAND

Portland, Oregon, 9/8/ 1894

I certify that Oregon & California Railroad Co. has this day, deposited to the Credit of the **TREASURER OF THE UNITED STATES**, Fifty-four 74/100 Dollars, on account of survey fee \$49.21, Office work \$5.53 on 1,386.70 acres of In Place lands of O. C. R. R. Co. List 16 Or. City Dist. for which I have signed triplicate receipts.

J. W. Newkirk,

\$54.74

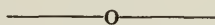
Cashier.

(MARGIN)

DUPLICATE.

The depositor will send this, by the first mail, to the Commissioner of Patents, if the deposit is on

account of Patent Fees; to the Commissioner of Internal Revenue, if on account of Internal Revenue; to the Treasurer, U. S., if on account of Semi-Annual Duty; to the Commissioner of the General Land Office, if on account of Surveys of Public Lands.



UNITED STATES SURVEYOR GEN- )  
 ERAL'S OFFICE ( )  
 Portland, Oregon, Sept. 8, A. D. 1894

I W. Henry Byars, Surveyor General for the United States, in and for the State of Oregon, hereby report and certify that the Oregon & California Railroad Company has this day deposited with me at Portland, Oregon, a duplicate certificate of deposit No. 1080 dated Sept. 8, 1894, to the credit of the Treasurer of the United States, showing that the sum of \$49.21 has been deposited as a cost of survey and \$5.53 for office work, and that the said sums are the correct amounts of the cost of survey and office work for the lands mentioned and described as below amounting to 1,386.70 acres being the lands mentioned and described in selection list No. 16, Oregon City District, as shown in said list.

Survey . . . . . \$49.21

Office Work . . . . . \$ 5.53

IN TESTIMONY WHEREOF, I have here-  
unto set my hand and official seal.

W. HENRY BYARS,  
Surveyor General.

No.	Description of Tract	Section	Town- ship	Range	Acres
16	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	7	6S	1E	40
	S $\frac{1}{2}$ of NE $\frac{1}{4}$	33	8 "	1 "	80
	Lots 1 and 2		10	1 "	40 44
	N $\frac{1}{2}$ & S $\frac{1}{2}$ of S $\frac{1}{2}$	9	12 "	1 "	480
	NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of)				
	NW $\frac{1}{4}$	) 11	12 "	1 "	200
	S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE-)				
	$\frac{1}{4}$ of SE $\frac{1}{4}$ &)				
	Lots 1 and 2	) 3	10 "	2 "	198 97
	Lot 1	9	10 "	2 "	44 83
	Lots 1 and 2	7	6 "	3 "	66 37
	Lots 1, 2 and 3	19	6 "	3 "	100 95
	Lot 7	7	1 "	1W	17 26
	Lots 4 and 5	11	1 "	3 "	73 56
	Lot 2	7	4 "	3 "	0 42
	Lot 1	9	5 "	3 "	3 90
	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	29	13 "	6 "	40

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TOTAL ACRES.....1,386 70

## 94 99315—1

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STATE OF OREGON                   )  
COUNTY OF CLACKAMAS) ss.

I, Geo. H. Andrews, being duly sworn, depose and say that I am the Acting Land Agent of the Oregon and California Railroad Company; that the foregoing List of Lands, which I hereby select, is a correct list of a portion of the lands claimed by the said Railroad Company as successor of the Oregon Central Railroad Company of Salem, Oregon, as inuring to the said Oregon and California Railroad Company, to aid in the construction of a railroad and telegraph line, and for which a grant of land was made by the Act of Congress, approved July 25th, 1866; that said lands are vacant, unappropriated, and are not interdicted mineral nor reserved lands, and are of the character contemplated by the grant, being within the limits of Twenty miles on each side of the line of the route for a distance of One hundred miles, being for a part of the 1st, 2nd, 3d, 4th



and 5th Sections of said road starting from East Portland, and ending at the 100th mile post.

Geo. H. Andrews (SEAL)

Sworn and subscribed before me this  
26th day of May, A. D. 1887.

W. T. Burney

Register of U. S. Land Office.

U. S. LAND OFFICE.

Oregon City, Oregon, June 13, 1887.

We hereby certify that we have carefully and critically examined the foregoing List of Lands claimed by the Oregon and California Railroad Company, under the grant, by Act of Congress, approved July 25, 1866, and the acts amendatory thereto, and selected for said Railroad Company, by Geo. H. Andrews, the duly authorized agent, and we have tested the accuracy of said list by the plats and records of this office, and that we find the same to be correct. And we further certify that the filing of said list is allowed and approved, and that the whole of said lands are surveyed public lands of the United States, and within the limits of twenty miles on each side of the located line of said road; and that the same are not, nor is any part thereof, returned or denominated as mineral land or lands, nor claimed as swamp land; nor is there any homestead, preemption, state or other valid claim to any portion of said lands on file or record in this office. We further certify that the foregoing list shows an assessment of the fees payable to us, allowed by the Act of Congress, approved

July 1, 1864, and contemplated by the Circular of Instructions dated Nov. 7, 1879 addressed by the Commissioner of the General Land Office to the Registers and Receivers of the United States Land Offices, and that said Company has paid to the undersigned, the Receiver, the full sum of Seventeen dollars in full payment and discharge of said fees.

W. T. Burney, Register.

B. F. Burch, Receiver.

Noted in Selection

Docket Page 131

A—28      1887

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75435      Recd. with June returns.  
Selection June 13, 1887.

List No. 16

## OREGON AND CALIFORNIA RAILROAD CO LAND SELECTIONS.

Oregon City Land District

1386.70 Acres

Filed May 26, 1887.

Approved June 13, 1887.

Noted in Selection

Docket Page 131

Cromwell

Posted Sept. 12/87

J. G. B.

## GOVERNMENT'S EXHIBIT NO. 111-C.

B. DEPARTMENT OF THE INTERIOR  
MEL GENERAL LAND OFFICE  
WASHINGTON

March 11, 1912.

I hereby certify that the annexed extract copy of Original List No. 17, of lands selected by the Oregon and California Railroad Company, is a true and literal exemplification from the said list in this office.

IN TESTIMONY WHEREOF, I have  
hereunto subscribed my name and  
caused the seal of this office to be affixed,  
at the city of Washington, on the day  
and year above written.

(Seal) H. W. SANFORD,  
Recorder of the General Land Office.

—————o—————

A—28

(1-23) 44,705—1891, Recd. with monthly return.  
List No. 17, Granted Limits.

GRANTED LIMITS LANDS,  
OREGON AND CALIFORNIA RAILROAD CO.  
OREGON CITY, OR., U.S.

Land District.

Noted in Selection Docket Page 131.

Noted May, 1891, M. T. B.

OFFICE OF THE OREGON AND CALIFORNIA  
RAILROAD COMPANY.

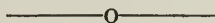
Portland, Oregon, 11th March, 1891.

I, GEORGE H. ANDREWS, Secretary of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, hereby certify that WILLIAM H. MILLS was appointed LAND AGENT of the said Oregon and California Railroad Company, by the Board of Directors of said Company, at a regular meeting held on the 19th November, 1888, and that since that time he has been continuously, and is now, the Land Agent of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of the said Company, this 11th day of March, 1891.

GEORGE H. ANDREWS (SEAL)

Secretary of the Oregon and California  
Railroad Company.



## LIST OF LANDS

In the Oregon City Land District, Oregon, Selected  
by the

OREGON AND CALIFORNIA RAILROAD  
COMPANY,

Successor to

THE OREGON CENTRAL RAILROAD COM-  
PANY, OF SALEM, OREGON.

---

The undersigned, the duly authorized Land Agent of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of the Act of Congress, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon," approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19 and 20, 1868, designating said Railroad Company to receive said grant; and under and in pursuance of the Rules and Regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following List of Selections of public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the said "Oregon Central Railroad Company of Salem,

William H. Mills,  
Land Agent Oregon and California Railroad  
Company.

WILLIAM H. MILLS, being duly sworn, deposes and says: I am the Land Agent of the Oregon and California Railroad Company. The foregoing List of Lands, which I hereby select, is a correct list of a portion of the public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of an Act of Congress entitled "An Act granting land to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon," approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19th and 20th, 1868, designating said Railroad Company to receive said grant. The said lands are vacant, unappropriated, are not interdicted mineral nor reserved lands, and are of the character contemplated by



WILLIAM H. MILLS.

(SEAL)

We further certify that the said Land Agent has paid to the undersigned, the Receiver, the sum of Thirty-

four and 05/100 Dollars, in full payment and discharge of fees of Register and Receiver on said list, and that the said list has been filed and approved.

Noted in Selection

J. T. APPENIN,

Docket Page 131.

Register

B. F. BURCH,

Receiver

—o—

UNITED STATES SURVEYOR-GEN- )  
ERAL'S OFFICE, )

Portland, Oregon, 13 March, 1891.)

I, W. H. Byars, Surveyor-General for the United States, in and for the State of Oregon, hereby report and certify that the Oregon and California Railroad Company has this day deposited with me at Portland, Oregon, a duplicate Certificate of deposit No. 788, dated March 13th, 1891, to the credit of the Treasurer of the United States, showing that the sum of \$110 56/100 has been deposited as a Cost of Survey, and \$12 44/100 for Office Work.

I further certify that the said sums are the correct amounts of the Cost of Survey and Office Work for the lands mentioned and described in the List of Lands hereto annexed, to the extent of said list.

Survey .....\$110.56

Office Work ..... 12.44

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\$123.00

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and official seal.

W. HENRY BYARS,  
Surveyor-General

—o—

GOVERNMENT'S EXHIBIT NO. 111-D.

B. DEPARTMENT OF THE INTERIOR  
MEL GENERAL LAND OFFICE  
WASHINGTON

March 11, 1912.

I hereby certify that the annexed copy of letter and extract copy of original List No. 104, of lands selected by the Oregon and California Railroad Company, are true and literal exemplifications from the said list and letter in this office.

IN TESTIMONY WHEREOF, I have  
hereunto subscribed my name and  
caused the seal of this office to be affixed,  
at the city of Washington on the day  
and year above written.

H. W. SANFORD,  
(Seal) Recorder of the General Land Office.

List No. 104.

GRANTED LIMITS LANDS.  
OREGON AND CALIFORNIA RAILROAD CO.

Roseburg, Or., U. S.

Land District.

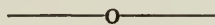
U. S. Land Office

Received 10 A.M. W.W.T.

Aug. 9, 1907, Roseburg.

Posted Mar 23/08 S.W.M. "O"

M.O.F.



Transmits List No.104 —Roseburg— 54189

Selections by O.&C.R.R.Co. Received Mar 19 1908

DEPARTMENT OF THE INTERIOR,  
UNITED STATES LAND OFFICE,

March 11, 1908.

The Honorable Commissioner,

General Land Office,

Washington, D. C.

Sir,

I have the honor to transmit herewith, for your consideration, List No. 104, of selections by the Ore. and Cal, Railroad Company for the whole of sec. 5, T. 33 S., R. 7 W. The records of this office show the land vacant and subject to entry and the fee is paid. The records

also show the selection is within six miles of a mineral entry and notice for publication is now issued and upon expiration of the period of publication the case will be further reported.

There is also noted upon the records a mineral protest filed by J. T. C. Nash, Nov. 7, 1895, alleging the mineral character of said land and protesting against issuance of patent for the E 1/2 of said Sec. 5. Said protest was transmitted to your office Nov. 13, 1895.

List No. 100, of selections by the said railroad company is suspended pending the final decision in the cases of Cora E. Catching and David Worley against said company and Lists Nos. 101, 102, 103, are now before the Secretary of the Interior on appeal. As all of said lists are now pending before your office we have given the list now transmittd the next serial number, No. 104.

Very respectfully,

BENJ. L. EDDY,

WWT

Register.

—o—

OFFICE OF THE OREGON AND CAL- (   
 IFORNIA RAILROAD COMPANY, (   
 (

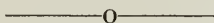
Portland, Oregon, July 12th, 1907. (

I, W. W. COTTON, Secretary of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, hereby certify that CHARLES W. EBER-

LEIN was appointed Acting Land Agent of the said Oregon and California Railroad Company, by the Board of Directors of said Company, at a special meeting held on the 15th day of September, 1904, and that since that time he has been continuously, and is now, the Acting Land Agent of the said Company.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed the  
Corporate Seal of the said Company this  
(SEAL) 12th day of July, 1907.

W. W. COTTON,  
Secretary of the Oregon and California  
Railroad Company.



LIST OF LANDS IN THE  
ROSEBURG LAND DISTRICT, OREGON,  
SELECTED BY THE  
OREGON AND CALIFORNIA RAILROAD  
COMPANY, SUCCESSOR TO THE ORE-  
GON CENTRAL RAILROAD COMPANY, of  
SALEM, OREGON.



The undersigned, the duly authorized Acting Land Agent of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad



Company, of Salem, Oregon, under and by virtue of the Act of Congress, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon," approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19 and 20, 1868, designating said Railroad Company to receive said grant; and under and in pursuance of the Rules and Regulations prescribed by the Commissioner of the General Land Office, hereby makes the following list of selections of public lands claimed by the said Oregon and California Railroad Company as successor and assignee of the said "Oregon Central Railroad Company of Salem, Oregon," as enuring to it, and to which it is entitled, under and by virtue of the said Act of Congress, and the Acts amendatory thereof, and in virtue of the location of the line of route of the said Railroad.

Charles W. Eberlein,  
Acting Land Agent Oregon and California  
Railroad Company.

—o—

STATE OF CALIFORNIA,    )  
  ) ss.  
City and County of San Francisco)

CHARLES W. EBERLEIN, being duly sworn,  
deposes and says: I am the Acting Land Agent of the

Oregon and California Railroad Company. The foregoing List of Lands, which I hereby select, is a correct list of a portion of the public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of an Act of Congress entitled "An Act granting land to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon," approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19th and 20th, 1868, designating said Railroad Company to receive said grant. The said lands are vacant, unappropriated, are not interdicted mineral nor reserved lands, and are of the character contemplated by the granting Act, lying within the limits of twenty miles on each side of the line of the route of said railroad.

Charles W. Eberlein

Subscribed and sworn to before me, this  
thirteenth day of June, 1907.

E. B. Ryan,

(SEAL)                      Notary Public in and for the City  
and County of San Francisco, State  
of California.

## UNITED STATES LAND OFFICE, )

( Roseburg, Oregon, March 11, 1908)

We hereby certify that we have carefully and critically examined the foregoing list of lands claimed by the Oregon and California Railroad Company, and selected by CHARLES W. EBERLEIN, the duly authorized Acting Land Agent of the said Company, and have tested the accuracy of the same by the plats and records of this office, and that we find the same to be correct.

We further certify, that the lands described are surveyed, lie within the limits of twenty miles on each side of the line of route of said Railroad, and that no part of the same is returned or denominated as mineral land, claimed as swamp land, or covered by any homestead, pre-emption, State or other valid claim on file or of record in this office.

We further certify that the said Acting Land Agent has paid to the undersigned, the Receiver, the sum of Ten and no/100 Dollars, in full payment and discharge of fees of Register and Receiver on said list, and that the said list has been filed and approved.

BENJAMIN L. EDDY,

Register.

J. M. LAWRENCE,

Receiver.

GOVERNMENT'S EXHIBIT NO. 111-E.

B. DEPARTMENT OF THE INTERIOR

MEL GENERAL LAND OFFICE

WASHINGTON

March 11, 1912.

I hereby certify that the annexed extract copy of Original List No. 106, of lands selected by the Oregon and California Railroad Company, is a true and literal exemplification from the original list in this office.

IN TESTIMONY WHEREOF, I have  
hereunto subscribed my name and  
caused the seal of this office to be affixed  
at the city of Washington, on the day  
and year above written.

H. W. SANFORD,

(Seal)

Recorder of the General Land Office.

—o—

Lord

U. S. Land Office

Serial No. 01542

Received 11:30 A.M.

Receipt No. 137760

Y

Sept. 28, 1908

Index Jan. 7, 1909.

Roseburg, Ore.

List No. 106.

GRANTED LIMITS LANDS  
OREGON AND CALIFORNIA RAILROAD Co.

Roseburg, Or., U.S.

Land District

Posted in V. 2—245 Feb. 5, 1909

SYM O

—o—

Office of the Oregon and California Railroad Company )  
Portland, Oregon, August 24th, 1908. )

I, W. W. Cotton, Secretary of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company, of Salem, Oregon, hereby certify that HENRY CONLIN was appointed Acting Land Agent of the said Oregon and California Railroad Company, by the Board of Directors of said Company, at a meeting held on the 15th day of June, 1908, and that since that time he has been continuously, and is now, the Acting Land Agent of the said Company.

IN TESTIMONY WHEREOF, I have here-  
unto set my hand and affixed the Corporate  
Seal of the said Company, this 24th day of  
(Seal) August, 1908.

W. W. Cotton,  
Secretary of the Oregon and California  
Railroad Company.

LIST OF LANDS IN THE ROSEBURG LAND  
DISTRICT, OREGON. SELECTED BY THE  
OREGON AND CALIFORNIA RAILROAD  
COMPANY, Successor to THE OREGON  
CENTRAL RAILROAD COMPANY, of Sa-  
lem, Oregon.

---

The undersigned, the duly authorized Acting Land Agent of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of the Act of Congress, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from the Central Pacific Railroad, in California, to Portland; in Oregon," approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19 and 20, 1868, designating said Railroad Company to receive said grant; and under and in pursuance of the Rules and Regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following list of selections of public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the said "Oregon Central Railroad Company of Salem, Oregon," as enuring to it, and to which it is entitled, under and by virtue of the said Act of Congress, and the Acts amendatory thereof, and in virtue of the location of the line of route



of the said Railroad.

**HENRY CONLIN**

Acting Land Agent Oregon and  
California Railroad Company.

—o—

STATE OF CALIFORNIA )

) ss.

City and County of San Francisco)

**HENRY CONLIN**, being duly sworn, deposes and says: I am the Acting Land Agent of the Oregon and California Railroad Company. The foregoing List of Lands, which I hereby select, is a correct list of a portion of the public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of an Act of Congress entitled "An Act granting land to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon," approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19th and 20th, 1868, designating said Railroad Company to receive said grant. The said lands are vacant, unappropriated, are not interdicted mineral nor reserved lands, and are of the character contemplated by the granting Act, lying within the limits of twenty miles on each side of the line of route of the said railroad.

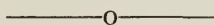
**HENRY CONLIN**

Subscribed and sworn to before me, this twenty-fourth  
day of September, 1908.

E. B. RYAN

(SEAL)

Notary Public in and for the City  
and County of San Francisco, State  
of California.



UNITED STATES LAND OFFICE,        )  
Roseburg, Oregon, September 30, 1908.}

We hereby certify that we have carefully and critically examined the foregoing list of lands claimed by the Oregon and California Railroad Company, and selected by HENRY CONLIN, the duly authorized Acting Land Agent of the said Company, and have tested the accuracy of the same by the plats and records of this office, and that we find the same to be correct.

We further certify, that the lands described are surveyed, lie within the limits of twenty miles on each side of the line of route of said Railroad, and that no part of the same is returned or denominated as mineral land, claimed as swamp land, or covered by any homestead, pre-emption, State or other valid claim on file or of record in this office.

We further certify that the said Acting Land Agent has paid to the undersigned, the Receiver, the sum of Six and no/100 dollars, in full payment and discharge of fees of Register and Receiver on said list, and that

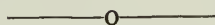
the said list has been filed and approved.

BENJAMIN L. EDDY

Register

J. M. LAWRENCE,

Receiver



GOVERNMENT'S EXHIBIT NO. 111—F.

B. DEPARTMENT OF THE INTERIOR

MEL GENERAL LAND OFFICE

WASHINGTON

March 11, 1912.

I hereby certify that the annexed copies of papers and extract copy of original List No. 116, of lands selected by the Oregon and California Railroad Company, are true and literal exemplifications from the originals in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

H. W. SANFORD,

(Seal)

Recorder of the General Land Office.

*vs. The United States*

5441

U. S. Land Office

Serial No. 05901

Received 9 A. M.

Receipt No. 348987

Feb. 14, 1910.

Roseburg, Ore.

LIST NO. 116.

GRANTED LIMITS LANDS

OREGON AND CALIFORNIA RAILROAD CO.

Roseburg, Or., U. S.

Land District.

Feby. 19, 1910. Selection is suspended for conflict with various rejected Hd. applications now pending on appeal before the Commissioner.

BENJAMIN F. JONES

Register.

10/20/11 Posted to tract book Van Do



\$138.00 G. W. R.

Serial No. 05901

348987

4—650

DEPARTMENT OF THE INTERIOR

UNITED STATES LAND OFFICE,

Roseburg, Ore.

The annexed papers were filed by Ore.& Cal.R.R. Co. through B. A. McAllaster, agent, the day and hour noted thereon.

Suspended Feby. 19, 1910.

pending the disposition of various rejected Homestead applications now on appeal before the Hon. Commissioner.

---

NOTICE.

.....190....

I hereby acknowledge due service of notice of the decision in this case and of my right of appeal within 30 days.

.....

By registered letter Feby. 19, 1910.

(Written across the above): Released. Allowed  
Aug.11,1911.

---

Appeal filed....., 190....

Benjamin F. Jones, Register.

George W. Riddle, Receiver.

---

—o—

DEPARTMENT OF THE INTERIOR  
UNITED STATES LAND OFFICE,

Receipt No. 348987  
05901

Roseburg, Ore., February 19, 1910.

Mr. B. A. McAllaster,

Land Commissioner, O. & C. R. R. Co.,

Flood Bldg., San Francisco, Cal.

Sir,

The selections by the O. & C. R. R. Co., List 05901 (116) for 10,968.07 acres was received on the 14th inst. and the same is now suspended for conflict with various homestead applications pending the disposition of the same, to-wit, as follows:—

Frank Williams, filed May 29, 1909, for  $S1\frac{1}{2}SW\frac{1}{4}$  sec. 1, T. 32 S., R. 3 W.

Alpheus J. Alger, filed Oct. 11, 1909, for  $SE\frac{1}{4}$  sec. 1, T. 25 S., R. 9 W.

Charles D. Lash, filed Oct. 18, 1909, for  $SW\frac{1}{4}$  sec. 1, T. 25, S. R. 9 W.

John T. Castle, filed Oct. 11, 1909, for  $SW\frac{1}{4}$  Sec. 13, T. 25 S., R. 9 W.

Cyrus J. Tibbitts, filed Oct. 11, 1909, for  $NW\frac{1}{4}$  Sec. 13, T. 25, S., R. 9 W.

William B. Farrin, filed Nov. 30, 1909, for  $E\frac{1}{2}NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ , Sec. 23, T. 25, 9 W.

Edward L. C. Farrin, filed Nov. 30, 1909, for  $E\frac{1}{2}$ - $SW\frac{1}{4}$ ,  $S\frac{1}{2}$   $SE\frac{1}{4}$ , Sec. 23, T. 25 S. R 9 W.

Harry W. Skinner, filed Oct. 18, 1909, for  $N\frac{1}{2}SE\frac{1}{4}$ ,  $E\frac{1}{2}NE\frac{1}{4}$  Sec. 23, T. 25, S. R. 9 W.



Otto Schetter, filed Oct. 11, 1909, for NW $\frac{1}{4}$  Sec. 35 T. 25 S., R. 9 W.

Arthur N. Agnew, filed Oct. 11, 1909, for SW $\frac{1}{4}$  Sec. 35 T. 25 S., R. 9 W.

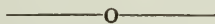
Calaway W. Garrett, filed Oct. 11, 1909, for NE $\frac{1}{4}$  Sec. 35, T. 25 S., R. 9 W.

Samuel C. Eggers, filed Nov. 13, 1909, for SE $\frac{1}{4}$  Sec. 35, T. 25 S., R. 9 W.

All of said applications were rejected and in each case an appeal was taken and these are now pending before the Hon. Commissioner of the General Land Office.

WWT

Respectfully,  
BENJAMIN F. JONES, Register.



U. S. Land Office  
Received 9 A. M.  
February 14, 1911  
Roseburg, Or.

OFFICE OF THE OREGON AND CALIFORNIA RAILROAD COMPANY,

Portland, Oregon, January 24, 1910.

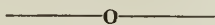
I. W. W. Cotton, Secretary of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company, of Salem, Oregon, hereby certify that B. A. McALLASTER

was appointed Land Commissioner of the said Oregon and California Railroad Company, by the Board of Directors of said Company, at a meeting held on the twenty-eighth day of September, 1908, which appointment was made effective from the twenty-first day of September, 1908, and that since that time he has been continuously, and is now, the Land Commissioner of the said Company.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed the  
Corporate Seal of the said Company,  
this 24th day of January, 1910.

W. W. COTTON

(SEAL)                      Secretary of the Oregon and California  
Railroad Company.



## LIST OF LANDS

IN THE ROSEBURG LAND DISTRICT, OREGON  
SELECTED BY THE OREGON AND  
CALIFORNIA RAILROAD COMPANY,  
SUCCESSOR TO THE OREGON CENTRAL  
RAILROAD COMPANY, OF SALEM, OREGON.



The Undersigned, the duly authorized Land Commissioner of the Oregon and California Railroad Company, successor and assignee of the Oregon Central

B. A. McALLASTER,

STATE OF CALIFORNIA, )  
 ) ss.  
City and County of San Francisco)

B. A. McALLASTER, being duly sworn deposes and says: I am the Land Commissioner of the Oregon and California Railroad Company. The foregoing List of Lands, which I hereby select, is a correct list of a

portion of the public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company of Salem, Oregon, under and by virtue of an Act of Congress entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad, in California, to Portland, in Oregon", approved July 25, 1866, and the Acts amendatory thereof, and the Joint Resolution of the Legislative Assembly of the State of Oregon, adopted October 19 and 20, 1868, designating said Railroad Company to receive said Grant. The said lands are vacant, unappropriated, are not interdicted mineral nor reserved lands, and are of the character contemplated by the granting Act, lying within the limits of twenty miles on each side of the line of route of the said railroad.

B. A. McALLASTER.

Subscribed and sworn to before me, this

24th day of January, 1910.

E. B. RYAN

(SEAL)

Notary Public in and for the City  
and County of San Francisco, State  
of California.

—o—

UNITED STATES LAND OFFICE,

Roseburg, Oregon, August 11, 1911.

We hereby certify that we have carefully and critically examined the foregoing list of lands claimed by the

Oregon and California Railroad Company, and selected by B. A. McALLASTER, the duly authorized Land Commissioner of the said Company, and have tested the accuracy of the same by the plats and records of this office, and that we find the same to be correct.

We further certify, that the lands described are surveyed, lie within the limits of twenty miles on each side of the line of route of said Railroad, and that no part of the same is returned or denominated as mineral land, claimed as swamp land, or covered by any homestead, pre-emption, State or other valid claim on file or of record in this office.

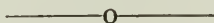
We further certify that the said Land Commissioner has paid to the undersigned, the Receiver, the sum of One hundred and thirty-eight (\$138.00) dollars, in full payment and discharge of fees of Register and Receiver on said list, and that the said list has been filed and approved.

BENJAMIN F. JONES,

Register.

GEO. W. RIDDLE,

Receiver.

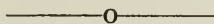


San Francisco, California, January 24th, 1910.

The Oregon and California Railroad Company offers to pay under protest the expense of surveying the lands selected in the within list, because it claims to be exempt from such payment by provisions of the grant

of lands to it by Congress.

B. A. McALLASTER  
Land Commissioner of Oregon  
and California Railroad Company.



GOVERNMENT'S EXHIBIT NO. 111-G.

B. DEPARTMENT OF THE INTERIOR  
MEL GENERAL LAND OFFICE  
WASHINGTON

March 11, 1912.

I hereby certify that the annexed extract copy of Original List No. 1—Indemnity—of lands selected by the Oregon and California Railroad Company, is a true and literal exemplification from the original list in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

H. W. SANFORD,  
(Seal) Recorder of the General Land Office.  
Indem. No. 1.

List 1 Indemnity, Vancouver Dist.

(1-22)

Noted in selection



Territory of Washington.

Docket Page 131.

## UNITED STATES LAND OFFICE.

The Oregon and California Railroad Company, Successor and Assignee of the Oregon Central Railroad Company under and by virtue of the Act of Congress entitled "An Act granting lands to aid in the construction of a Railroad and telegraph line from Portland to Astoria and McMinnville in the State of Oregon, approved May 4th, 1870, and under and in pursuance of the rules and regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following list of selections of public lands claimed by the said company as inuring to it, and to which it is entitled under and by virtue of the grants and provisions of the said Act of Congress, and the location of the line of route of the railroad of the said company; being for Forty-seven miles commencing at Portland, Oregon, and ending at the Yamhill River the selections being particularly described as follows, to-wit:

TERRITORY OF WASHINGTON,) ) ss.  
COUNTY OF CLARK, )

I, Geo. H. Andrews, being duly sworn, depose and say that I am the Acting Land Agent of the Oregon and California Railroad Company; that the foregoing List of Lands, which I hereby select, is a correct list of a portion of the lands claimed by the said Railroad Company as successor and assignee of the Oregon Cen-

tral Railroad Company as insuring to the said Oregon Central Railroad Company, to aid in the construction of a railroad and telegraph line, and for which a grant of land was made by the Act of Congress, approved May 4th, 1870; that said lands are vacant, unappropriated, and are not interdicted mineral nor reserved lands, and are within the indemnity limits as contemplated by the grant, being within the limits of twenty-five miles on each side of the line of the route for a distance of forty-seven miles, being from a point in the City of Portland, Multnomah County, Oregon, and ending at the Yamhill River in Yamhill County, Oregon, and I further say, that the specific losses for which Redemtny is claimed are truly set forth and described in the foregoing list, and that said losses have not heretofore been indemnified in any manner.

GEO. H. ANDREWS (SEAL)

Sworn and subscribed before me this 20th day of January, 1888.

W. S. AUSTIN,  
Register of the U. S. Land Office.

U. S. LAND OFFICE

Vancouver, W. T., March 5, 1888.

We hereby certify that we have carefully and critically examined the foregoing List of Lands claimed by the Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company, under the grant, by Act of Congress, ap-

proved May 4, 1870 and the acts amendatory thereto, and selected for said Oregon & California R. R. Co., by Geo. H. Andrews actg. Ld. Agt. Or. & Cal. R. R. Co., the duly authorized agent, and we have tested the accuracy of said list by the plats and records of this office, and that we find the same to be correct. And we further certify that the filing of said list is allowed and approved, and that the whole of said lands are surveyed public lands of the United States, and within the limits of 25 miles on each side of the located line of said road; and that the same are not, nor is any part thereof, returned or denominated as mineral land or lands, nor claimed as swamp land; nor is there any homestead, pre-emption, state or other valid claim to any portion of said lands on file or record in this office. We further certify that the foregoing list shows an assessment of the fees payable to us, allowed by the Act of Congress, approved July 1, 1864, and contemplated by the Circular of Instructions dated Aug. 4, 1885 addressed by the Commisisoner of the General Land Office to the Registers and Receivers of the United States Land Offices, and that said Company has paid to the undersigned, the Receiver, the full sum of Two Dollars, in full payment and discharge of said fees.

W. S. AUSTIN, Register

JOHN O'KEANE, Receiver

Noted in Selection Docket Page 131.

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GOVERNMENT'S EXHIBIT 109—A

Letter of April 20, 1872, transmitting papers referred to in Government's Exhibit 109, from George H. Williams to Willis Drummond .....

5363

GOVERNMENT'S EXHIBIT 109—B

Certified copies letter May 20, 1872, Willis Drummond to George H. Williams, acknowledging receipt of



papers transmitted with  
Government's Exhibit 109  
—A; letter June 14, 1872,  
Drummond to Williams, re-  
turning papers and trans-  
mitting copy of opinion of  
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5365

# GOVERNMENTS' EXHIBIT 109—C

Certified copy opinion of C.  
Delano, Secretary of the  
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last proviso in the act of  
April 10, 1869, forwarded  
to Willis Drummond, Com-  
missioner General Land  
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5368

# GOVERNMENT'S EXHIBIT 109—D

Copy letter July 16, 1872,  
Drummond to Williams,  
(109—C) . . . . .

5370

# GOVERNMENT'S EXHIBIT 110

Selection list of lands under  
acts of July 25, 1866 and  
May 4, 1870, giving date of

lists or selections, List or  
Selection number, Area in  
Acres, Date of Approval by  
Secretary, and Number and  
Date of Patent. . . . .

5374

## GOVERNMENT'S EXHIBIT 111

Form of Selection List used  
by O. & C. R. R. Co. under  
act of July 25, 1866, July  
12, 1870, to 1876. I. R.  
Moores, Land Agent. . . . .

5405

## GOVERNMENT'S EXHIBIT 111—A

Form used June 17, 1876, to  
1885. Paul Schulze, Agent

5410

## GOVERNMENT'S EXHIBIT 111—B

Form used 1885 to Novem-  
ber 19, 1888. George H.  
Andrews, Land Agent. . . .

5415

## GOVERNMENT'S EXHIBIT 111—C

Form used November 19,  
1888, to September 15,  
1904. Wm. H. Mills,  
Land Agent . . . . .

5422

## GOVERNMENT'S EXHIBIT 111—D

Form used September 15,  
1904, to June 15, 1908.  
Chas. W. Eberlein, Land  
Agent ..... 5428

## GOVERNMENT'S EXHIBIT 111—E

Form used June 15, 1908, to  
September 21, 1908. Henry  
Conlin, Acting L a n d  
Agent ..... 5435

## GOVERNMENT'S EXHIBIT 111—F

Form used September 21,  
1908—B. A. McAllaster,  
Land Agent ..... 5440

## GOVERNMENT'S EXHIBIT 111—G

Form used under act of May  
4, 1870, January 20, 1888,  
to November 19, 1888.  
Geo. H. Andrews, Land  
Agent ..... 5449

---

Index for the entire Transcript will be found in  
back of last volume together with Errata sheet.

2

2400  
No. \_\_\_\_\_

# United States Circuit Court of Appeals

## Ninth Circuit

Appeal from the District Court of the United  
States for the District of Oregon

OREGON & CALIFORNIA RAILROAD

COMPANY, A CORPORATION, *et al.*,

Defendants and Appellants

JOHN L. SNYDER, *et al.*,

Cross-Complainants and Appellants

WILLIAM F. SLAUGHTER, *et al.*,

Interveners and Appellants

*vs.*

THE UNITED STATES OF AMERICA

Appellee

—o—

## TRANSCRIPT OF RECORD

### VOLUME XI

PAGES 5469-6026

**FILED**

APR 4 - 1914

# TITLE

## NAMES AND ADDRESSES OF SOLICITORS UPON THIS APPEAL

For Appellants

OREGON & CALIFORNIA R. R. CO., *et al.*:

WM. F. HERRIN,  
P. F. DUNNE,  
J. E. FENTON,  
San Francisco, Cal.

WM. D. FENTON,  
Portland, Oregon.

For Appellants—JNO. L. SNYDER, *et al.*:

A. W. LAFFERTY,  
Portland, Oregon.

For Appellants—WM. F. SLAUGHTER, *et al.*:

L. C. GARRIGUS,  
A. W. LAFFERTY,  
MOULTON & SCHWARTZ,  
Portland, Oregon.

DAY & BREWER,  
Seattle, Wash.

A. C. WOODCOCK,  
Eugene, Oregon.

For Appellee:

JAMES C. McREYNOLDS,  
Attorney General.

CLARENCE L. REAMES,  
U. S. Dist. Attorney for Oregon.

B. D. TOWNSEND,  
F. C. RABB,

Special Assistants to the  
Attorney General.

No. \_\_\_\_\_

# United States Circuit Court of Appeals

Ninth Circuit

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OREGON & CALIFORNIA RAILROAD

COMPANY, A CORPORATION, *et al.*,

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THE UNITED STATES OF AMERICA

Appellee

—o—

## TRANSCRIPT OF RECORD

### VOLUME XI

PAGES 5469-6026





(1-22) Indem. 1

1888—38. 428

A-28 Selection Mar. 5 '88

List No. One Indemnity

OREGON AND CALIFORNIA RAILROAD  
COMPANY

land selections

Successor to Oregon Central

Vancouver Land District.

40.00 acres.

Filed January 20, 1888

Approved March 5, 1888

Noted in Selection

Docket Page 131

Posted April 17 '88, M. T. B.

W-38428-3

GOVERNMENT'S EXHIBIT NO. 111-H

B. DEPARTMENT OF THE INTERIOR.

MEL GENERAL LAND OFFICE

WASHINGTON

March 11, 1912.

I hereby certify that the annexed copies of papers and extract copy of List No. 11, of lands selected by the Oregon and Central Railroad Company, are true and literal exemplifications from the original list and papers in this office.

IN TESTIMONY WHEREOF I have  
hereunto subscribed my name and caused  
the seal of this office to be affixed, at the  
city of Washington, on the day and year  
above written.

(Seal) H. W. SANFORD,  
Recorder of the General Land Office.

—————oOo—————

Clear Lands made into  
Clear List 23—Min. into Suppl. 23

List No. 11.

GRANTED LIMITS LANDS,  
OREGON CENTRAL RAILROAD CO.

Oregon City, Or., U. S.

Land District.

Posted Nov. 13, 1895. M. L. M.

Noted in Selection Docket

Page 135.

95            105296            1

—————oOo—————

General Land Office,  
Mineral Division

Nov. 20, 1895

This certifies that the tracts checked in red in Selection List No. 11, Oregon Central—Oregon City dist. herewith, are in proximity to mineral lands and will

require publication.

Approved:

J. E. WRIGHT,	GEO. F. POLLOCK
Chief of Division.	Examiner

OFFICE OF THE  
OREGON AND CALIFORNIA RAILROAD  
COMPANY,

Portland, Oregon.

2nd September 1895.

I, George H. Andrews, Secretary of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company, hereby certify that WILLIAM H. MILLS was appointed LAND AGENT of the said Oregon and California Railroad Company, by the Board of Directors of said Company, at a regular meeting held on the 19th November, 1888, and that since that time he has been continuously, and is now, the Land Agent of the said Company,

In Testimony Whereof, I have hereunto set my hand and affixed the corporate seal of the said Company, this 2nd day of September, 1895.

(SEAL)	GEORGE H. ANDREWS
	Secretary of the Oregon and
	California Railroad Company.

LIST OF LANDS IN THE OREGON CITY  
LAND DISTRICT, OREGON,  
SELECTED BY THE  
OREGON AND CALIFORNIA RAILROAD  
COMPANY,  
SUCCESSOR TO  
THE OREGON CENTRAL RAILROAD  
COMPANY,

The undersigned, the duly authorized Land Agent of the Oregon and California Railroad Company, successor and assignee of the Oregon Central Railroad Company under and by virtue of the Act of Congress, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May 4, 1870, and under and in pursuance of the Rules and Regulations prescribed by the Commissioner of the General Land Office, hereby makes and files the following *list of Selections* of public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the said "Oregon Central Railroad Company of Salem, Oregon," as enuring to it, and to which it is entitled, under and by virtue of the said Act of Congress, and the Acts amendatory thereof, and in virtue of the location of the line of route of the said Railroad.

(SEAL) WILLIAM H. MILLS  
Land Agent Oregon and  
California Railroad Company.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO.)

) ss.

WILLIAM H. MILLS, being duly sworn, deposes and says: I am the *Land Agent* of the Oregon and California Railroad Company. The foregoing *List of Lands*, which I hereby select, is a correct list of a portion of the public lands claimed by the said Oregon and California Railroad Company, as successor and assignee of the Oregon Central Railroad Company, under and by virtue of an Act of Congress entitled "An Act granting land to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May 4, 1870. The said lands are vacant, unappropriated, are not interdicted mineral nor reserved lands, and are of the character contemplated by the granting Act, lying within the limits of twenty miles on each side of the line of route of the said railroad.

Subscribed and sworn to before me)  
this 29th day of August, 1895. )

E. B. Ryan, ) William H. Mills  
Notary Public in and for the )  
City and County of San Fran- )  
cisco, California. )

(SEAL)

UNITED STATES LAND OFFICE,

Oregon City, Oregon, Sept. 3rd, 1895.

*We hereby certify that we have carefully and critically examined the foregoing list of lands claimed by*



the Oregon and California Railroad Company, as successor of the Oregon Central Railroad Company, and selected by *William H. Mills*, the duly authorized *Land Agent* of the said Company, and have tested the accuracy of the same by the plats and records of this office, and that we find the same to be correct.

*We further certify*, that the lands described are surveyed, lie within the limits of twenty miles on each side of the line of route of said Railroad, and that no part of the same is returned or denominated as mineral land, claimed as swamp land, or covered by any homestead, pre-emption, State or other valid claim on file or of record in this office.

*We further certify* that the said Land Agent has paid to the undersigned, the Receiver, the sum of Four Hundred and twenty-eight Dollars in full payment and discharge of fees of Register and Receiver on said list, and that the said list has been filed and approved.

ROBERT A. MILLER,

Noted in Selection

Register

Docket Page 135.

PETER PAQUET

Receiver

Noted in Div. M. (Form 1—National Banks)

J. W. C.

No. 182

THE FIRST NATIONAL BANK OF  
PORTLAND,

Portland, Oregon, Sept. 6th, 1895.

I certify that Oregon & California Railroad Co. has this day deposited to the credit of the TREASURER OF THE UNITED STATE, Seventeen Hundred and five 02/100 Dollars on account of Survey Fees \$1568.66, Off. Wk. \$136.36 on 34091.50 acres of "Lands in Place" of the Or. Central R. R. Co. Selection List #11, Or. Cy. Dist. for which I have signed triplicate receipts.

\$1705 02/100 Bk.

J. W. NEWKIRK,

Cashier.

(MARGIN)

DUPLICATE.

The Depositor will send this, by the first mail, to the Commissioner of Patents, if the deposit is on account of Patent Fees; to the Commissioner of Internal Revenue, if on account of Internal Revenue; to the Treasurer U. S., if on account of Semi-Annual Duty; to the Commissioner of the General Land Office, if on account of Surveys of Public Lands.

UNITED STATES SURVEYOR-GENERAL'S  
OFFICE

Portland, Oregon, Sept. 6, 1895.

I, J. C. Arnold, *Surveyor-General* for the United States, in and for the State of Oregon, hereby report and certify, that the Oregon and California Railroad Company has this day deposited with me at Portland, Oregon, a duplicate Certificate of deposit No. 182, dated Sept. 6, 1895, to the credit of the Treasurer of the United States, showing that the sum of \$1568.66 has been deposited as a Cost of Survey, and \$136.36 for Office Work.

I further certify that the said sums are the correct amounts of the Cost of Survey and office work for the lands mentioned and described in the *List of Lands* hereto annexed, to the extent of said list.

Survey .....\$1568.66

Office Work ..... 136.36

---

\$1705.02

*In Testimony Whereof*, I have hereunto set my hand and official seal.

JOHN C. ARNOLD

(SEAL)

Surveyor-General.

GOVERNMENT'S EXHIBIT 112.

Standard  
12-11-20000.

Form 3311.

SOUTHERN PACIFIC COMPANY.  
LAND DEPARTMENT.

In reply please refer to  
No.

Southern Pacific Land Co.  
Southern Pacific Railroad Co.  
Central Pacific Railway Co.  
Oregon & California Railroad Co.  
Oregon & California Land Co.

---

B. A. McAllaster, Land Commissioner,  
F. W. Houtz, Assistant Land Commissioner,  
Room 801 Flood Building.

San Francisco, Cal.

GOVERNMENT'S EXHIBIT 113.

File No. 388-26.

Received

Answered

May 18, 1905

May 19, 1905.

Land Dep't O. & C. R. R. Co.

J. E. LUTZ,

Real Estate, Abstracts and Fire Insurance.

H. & T. C. R. R. Co. Land Agent.

Farming and Ranch Lands a Specialty.

The only Abstracts of Wilbarger Co.

E. L. McHugh, Abstracter,

Needham Stokes, Stenographer.

Vernon, Texas.

Charles W. Eberlein,

May 13th 1905.

Act. Land Agt,

San Francisco, Cal.

Dear Sir:—

I am co-operating with the W. D. Mixter Co. at Junction City, Oregon, in regards to selling Lands and sending in Emigrants into Oregon. They have sent me literature advertising that country and I have got your address out of same. I am Immigration Agent for the Ft. Worth and Denver, Frisco and Houston and Texas Central R. R'ds, and have transportation over their lines. I am the Land Agent for this Locality for the H. & T. C. and Southern Pacific R. R. Lands. I am under C. C. Gibbs at San Antonio.

I attended the Knight Templar Conclave at San Francisco last September and I was well enough impressed with Oregon to want to live there. I intend to change my location this year, and would like to join your crowd selling your lands. I have held my own in Texas for the past twenty years, and have sold more land than any other Agent in this part of Texas. If

you have a place you can use me selling your lands, let me have your proposition.

I would like to have transportation over the Southern Pacific to California and Oregon as I have sent so far this year 25 people to California to live. I have several at this time that are going to California and Oregon prospecting with view of locating. They are mostly Farmers and have Money. If I had transportation I could come out with them over your lines. There will be out of this town this Summer at least a Car Load of People for the Portland Fair. I can route them your way. Let me hear from you at once and oblige,

Yours Respt,

J. E. LUTZ.

—————oOo—————

File No. 388-26.

APPLICATION TO PURCHASE.

Dictated.

May 19, 1905.

N.

Mr. J. E. Lutz,

Vernon, Texas.

Dear Sir:

I have your favor of the 13th instant, stating that you would like to act as agent for the sale of railroad land.

As all the land belonging to the Oregon & Cali-



ifornia Railroad Company is at present off the market, and the date when sales will be resumed is uncertain, we are not at this time appointing agents.

Yours very truly,

CHARLES W. EBERLEIN—S.

BRB

Acting Land Agent.

Received

File No. 388-32.

June 24 1905

APPLICATION TO

Land Dep't O. & C. R. R. Co. PURCHASE.

Answered

Jun 27 1905.

H. M. Bartlett,

Attorney at Law.

*Practices in all Courts.*

Office over Post Office.

*Notary Public in Office.*

Muscatine, Iowa. June 20, 1905.

Chas. W. Eberlein,

San Francisco, Cal.

My dear Sir:—

I note you have for sale at favorable terms, a large amount of ground granted to the Oregon & California Railroad Co. There are a number of people in this section of the country who desire to emigrate to almost any place where they can find cheap land; the prices here being too high for them ever to become land owners.

My business is acting as land agent, and I would be pleased to hear from you in reference to your proposi-

tion. Owing to the Exposition being at the coast this year, it is probable that I could get a number of parties to go and look at your land, provided you could show them without me being on the ground. I, of course, could not make the trip with every person I send, although I should try to get a bunch together whom I thought were the surest purchasers and bring them out personally, provided your terms are all O. K.

If you are interested in establishing an agency in this part of Iowa, would be pleased to hear from you.

Very respectfully yours,

H. M. BARTLETT.

—oOo—

File No. 388-32.

BRB

June 27, 1905.

Mr. H. M. Bartlett,

Muscatine, Iowa.

Dear Sir:

Replying to your letter of June 20th, I beg to inform you that the Oregon and California Railroad Company lands are at present off the market, and the date when sales will be resumed is uncertain.

In the meantime no applications to purchase are accepted or filed, and no preference rights granted.

We are appointing no land agents.

Yours very truly,

CHARLES W. EBERLEIN

S

Acting Land Agent.

File No. 388-6.

## APPLICATION TO PURCHASE.

Received

Feb. 27 1905

Answered

Feb 27 1905

Circular.

Land Dept' S. P. R. R. Co.

—oOo—

## HOMESEEEKERS EXCURSION.

Conducted under

Supervision of Immigrant's Information Bureau.

J. Lucos, Manager.

J. Lucos, Manager

Telephone 582 Main. Telephone 1648 Main.

For Southern, Western,

Northern, Pacific Coast

and Canada.

## REFERENCES

Northern Pacific Ticket

Office, 208 Clark Street.

C. &amp; N. W. Ticket Office

212 Clark Street, Chicago.

Knight &amp; Marshall

99 Clark Street, Chicago.

S. Crawford & Sons  
Lumber Dealers  
Cedar River, Michigan.

---

Davis Lumber Co.  
Phillips, Mich.

167 Washington Street

Chicago, Ill. Feb. 20, 1905.

Sir:

Having quite a number of applicants, mostly foreigners, wishing to purchase homes in Western, Southern, Northern, Pacific Coast States, and Canada, we kindly ask you to let us know at once what sort of homes, lots, farms, timber, and mineral lands on your list, and what price for cash and time, and what opportunities there are for man and family to earn a living on the start. State annual debts due taxes on disposing properties, number of lots, section, states, county seat, P. O. address, what property is assessed to, and the leading productions, also main industries in that locality. What commission will you allow us on sales and what time you will give us to dispose of same? We prefer absolute option on all or part of properties that you will be willing to have us dispose of. Also let us know what R. R. rates or homeseekers excursion would be from Chicago to your place.

We prefer to have you send us, if possible, some samples of vegetation, fruit and minerals which will be exhibited in our large lighted room for inspection

to visitors.

We ask big land syndicates, asosciations and R. R. corporations owners of lands, timber and minerals to furnish our representatives accompanying homeseekers excursion with free round trip tickets.

Hoping to hear from you soon, we remain,

Yours respectfully,

J. LUCOS.

Also the same circular letter as above, dated "Chicago, Ill. Dec. 23, 1904." Stamped "Received Dec. 28, 1904.

Land Dep't O. & C. R. R. Co."

File No. 388-34.

Received

Answered

July 26 1905

Jul 26 1905.

Land Dep't O. & C. R. R. Co.

—oOo—

J. H. JASBERG, Pres.

H. HERMANSON, Secy.

A. H. MARKKANEN, Vice Pres.

J. E. PORTHAN, Treas.

FINNISH AMERICAN LAND COMPANY

Capital Stock \$100,000.

DEALERS IN FARM LANDS AND CITY  
REAL ESTATE.

200 Torrey Building.

Duluth, Minn. July 22th, 1905.

Mr. Charles W. Eberlein,  
San Francisco, Cal.

Dear Sir:

We are receiving whole lot inquiries about Farming lands in Oregon, and we understand that your company has large amounts of lands for sale in Western Oregon; would you let us handle same on commission, we think we could sell whole lot of your lands.

Hoping to hear from your,

We are yours truly,

FINNISH AMERICAN LAND CO.

By F. H.

File No. 388-34.

## APPLICATION TO PURCHASE

Dictated

N.

July 26, 1905.

Finnish American Land Company,  
#200 Torrey Building,  
Duluth, Minnesota.

Dear Sirs:

I have your letter of July 22, 1905, asking for an agency to sell the lands of the Oregon and California Railroad Company, and I write to advise you that the lands of the Oregon and California Railroad Company



are all off the market.

The date when sales will be resumed is uncertain and we are appointing no agents.

Yours very truly,

CHARLES W. EBERLEIN,

BRB

Acting Land Agent.

File No. 388-37.

Received

Answered

Sep 5—1905

Sep. 6 1905.

Land Dep't O. & C. R. R. Co.

—————oOo—————

Farms	(	)	
Fruit Land	(	)	
Wheat Land	(	FIELD	) Any Information
Hop Land	(	DEPARTMENT	) concerning
Irrigated	(	The Gold Reserve	) Locations
Land	(	Life Association	) Climatic
Acre Homes	(	Mt. Pleasant, Mich.)	Conditions
Timber Lands	(	)	or
City Property	(	HOBAN &	) Business
Business Open-	(	TAGGART	) Propositions
ings	(	)	Cheerfully
Stores, Mills,	(	Oregon State	) given.
Factories,	(	Managers	)
Hotels, etc.	(	)	

Room 12 No. 122½ Grand Avenue.

Stamped:

HOBAN & TAGGART

Room 4, 109½ 6th St.

Portland, Oregon.

Note Change of Address.

Portland, Oregon, September 2, 1905.

Mr. Chas. W. Eberlein,

San Francisco, Calif.

Dear Sir:

We have a large number of inquiries from eastern states, as well as from Oklahoma for farming lands in Oregon. We have already sent several thousand of the circular which has been published by the O. R. N. upon the resources and products of this country, and are getting some very good results from the same. We would like some information from you in regard to the price you have placed upon the railroad land belonging to said Company, terms, etc., as we believe that we can get a large number of people to take hold of railroad lands in this section upon small payments down and long time on the balance.

We would like to make some arrangement with the Company to send parties back in different localities to gather land seekers for Oregon. If we can make such arrangements with you on a commission basis or otherwise or by being appointed as emigrant agents for your lands.

The writer has been personally acquainted with Mr. A. L. Craig, General Passenger Agent for a number of years and can refer you to him.

Kindly give this your attention, giving us all the

5488

*O. & C. R. R. Co., et al.*

necessary information you can on receipt of this letter and oblige.

Very truly yours,  
HOBAN & TAGGART.

Dist. AJH

(CARD)

Farm Lands

Timber Lands

Hoban & Taggart

Room 4, 109½ Sixth Street, near Washington

Rents and Business Chances

Phone Main 1588

Portland, Oregon.

## APPLICATION TO PURCHASE

File No. 388-37

Dictated

N.

Sept. 6, 1905.

Messrs. Harbon & Taggart,

Room 4—109½—6th St.,

Portland, Ore.

Gentlemen:

I have your letter of September 2nd, advising that you have inquiries from the eastern states and Oklahoma for farming lands in Oregon; also stating that you would like to make arrangements with the company to send parties back in different localities to get land seekers together to bring to Oregon, and asking what ar-

rangements can be made on a commission basis for the sale of land.

In reply, I beg to advise you that all of the Oregon and California lands are at present off the market and the date when sales will be resumed is uncertain. In the meantime, no applications to purchase are accepted or filed, and we are appointing no agents to sell lands.

Yours very truly,

CHARLES W. EBERLEIN

LA

S

Acting Land Agent.

File No. 388-39.

Received

Answered

Sep 14 1905

Sep 14 1905.

Land Dep't O. & C. R. R. Co.

Rock Falls, Ill. Sept. 9, 1905.

Charles W. Eberlein,

San Francisco, Cal.

Dear Sir:—

Please to send me information and maps relative to the lands of the Oregon & California Railroad Co. that are being put on the market in Western Oregon.

I want full information with the view of bringing a party of land seekers out there in a week or so. I have at the present time five who are thinking of coming to Oregon to settle but we had thought to take them to eastern Oregon until we saw your notice in some printed

matter that we received from the Union Pacific Co.

What are your terms to agents and rates on transportation?

Yours truly,

R. L. LEITCH.

### APPLICATION TO PURCHASE.

File No. 388-39.

Dictated

N.

September 14, 1905.

Mr. R. L. Leitch,

Rock Falls, Ill.

Dear Sir:—

I have your letter of September 9th in which you ask for maps and information relative to lands of the Oregon & California Railroad Company in western Oregon, and state that you are asking this information with the view of bringing a party of land seekers in a week or so, and request terms to agents and rates on transportation. In reply I beg to state that all of the lands of the Oregon & California Railroad Company are at present off the market and the date when sales will be resumed is uncertain. In the meantime no applications to purchase are being accepted or filed. We are appointing no agents.

Our supply of maps relative to this land is exhaust-

ed and therefore I cannot comply with your request for same.

If you would kindly write to Mr. W. G. Neimyer, General Agent, 218 Clark Street, Chicago, Ill., he will be glad to furnish you with information in regard to transportation rates.

Yours very truly,

CHARLES W. EBERLEIN

S

MO.

Acting Land Agent.

File No. 388-40.

City Officers:      *Mayor of Ponca City*      Council:

N. M. Baskett, Mayor,

Lee Dunham

C. B. Baker, President Council

Pete Penny

J. Flem Smith, Clerk

J. J. McGraw

J. M. Hayden, Treasurer

Owen A. Panton

C. D. Brown, Marshal

W. A. Thomas

A. Cohlman, Ass't Marshal

S. H. Shaffer

A. H. Erwin, Police Judge

Eldon J. Dick, Attorney

E. L. Hopton, St. Com.

C. L. Greer, Fire Chief.

( Answered )

( Sep 19, 1905. )



G. R. Rumney

C. B. Baker

Portland, Oregon, 9/15 1905.

Received

Sep 18 1905

Land Dep't O. &amp; C. R. R. Co.

Mr. Chas. W. Eberlein,

San Francisco, California.

Dear Sir:

I cald on Mr. W. C. Bristol, your aty here, yesterday in regard to your R. R. Lands in Oregon, and he referd me to you. I am sent here representing 50 families or more who wish to come west from Oklahoma to Oregon—while when I left home we had our minds on Government Land, but after a diligent serch through S. E. Oregon, I fail to find anything suitable for us. I think if the write kind of arangements could be made with your People, & your Prices are not to high I could land 150 families for you. Kindly inform me as to your Prices how soon they will be on sale &c &c.

Respecifuly

W. T. SMITH,

Portland O.

care Board of Trade.

File No. 338-40.

Dictated

N.

September 19, 1905.

Mr. W. T. Smith,  
c/o Board of Trade,  
Portland, Oregon.

Dear Sir:—

I have your letter of September 15th advising that you are sent to Portland, Oregon, in the interest of some fifty families or more, who wish to come west from Oklahoma, and inquiring in regard to the price of Railroad lands, etc. In reply I beg to advise that all of the Oregon & California Railroad Company's lands are at present off the market, and the date when sales will be resumed is uncertain. In the meantime no applications to purchase are accepted or filed and we are appointing no agents.

Yours very truly,  
CHARLES W. EBERLEIN

S

MO.

Acting Land Agent.

GOVERNMENT'S EXHIBIT 114.

File Bo. 385-1.

Feb. 18, 1904.

Mr. W. H. Mills, Land Agent,  
San Francisco, Cal.

R.R.B.

Dear Sir:

I enclose notice from Marshfield, appearing in the Oregonian of today. You will see that the law firm of

McKnight & Seabrook have raised the question of the title of the Coos Bay Wagon Road lands, upon the clause in the original grant, in which it cites that the land shall not be sold to individuals other than citizens of the United States, and in tracts not larger than 160 acres and at a price not to exceed \$2.50 or less than \$1.25 per acre; and in consequence they have induced a large number of persons to make application for the purchase of the lands at the General Land Office, and that they have put up \$3,000.00 to try the case.

While this information may not perhaps be entirely true, yet it would seem there is no doubt but that the question may be tried out, and any decision in this case would materially affect, I think, the title to our lands, as both our grants, that is the grant of May 4th, 1870 and July 24th, 1866, contain a similar clause.

I beg to call your attention to this matted, as I deem it of considerable importance.

Very truly yours,

Acting Land Agent.

(7-3-03-2M.)

Form 3704 B.

File No. 385-1.

In applying for land, describe it  
by Section, Township and Range.

In all correspondence relating to contracts, always give number of contract.

Make all Drafts, Checks, Money Orders,  
etc., payable to Geo. H. Andrews, Agent, Portland, Or.

OREGON AND CALIFORNIA RAILROAD  
COMPANY LAND OFFICE.

Geo. H. Andrews,  
Acting Land Agent.

PORTLAND, OR. Feb, 18, 1904.

Chas. W. Eberlein, Esq.,

Acting Land Rgent S. P. R. R. Co.,

San Francisco, Cal.

Dear Sir:

I beg to enclose herewith a clipping from the Oregonian of today, which may be of interest to you, as it raises the question whether lands of the Coos Bay Wagon Road grant can be sold in larger quantities than 160 acres and at a price exceeding \$2.50 per acre. Both our grants have a similar clause to that of the Coos Bay Wagon Road grant, and I am sure that this matter will be of interest to you.

Very truly yours,

GEO. H. ANDREWS,

Acting Land Agent.

File No. 385-1.

TELEGRAM.

Number. Recd from. Time received. Sender. Receiver.  
16. HN. M. JR.

San Francisco, Feby 19th, 1904.

George H. Andrews,

Portland, Ogn.

Telegraphic reports yesterday indicate attack on Coos Bay Wagon Road grant, based on provision said to be identical with that in Oregon & California Grant, with minimum charge to actual settlers. This emphasizes necessity of completion of work in taking up defaulted contracts. Push work vigorously and get in all contracts possible before attention is generally called to this provision.

CHARLES W. EBERLEIN.

2.50 PM Filed 2.13 PM.

—o—

2 M 15.

File No. 385.1.

TELEGRAM.

Feb. 19, 1904.

Charles W. Eberlein,

147

San Francisco, Cal.

Replying to your telegram of today. We will push the work as vigorously as possible. Sent you clippings from paper day or two ago referring to same subject.

4.30 P. M.

GEORGE H. ANDREWS.

Dictated.

WDC

File No. 385-1.

February 19, 1904.

Subject: Provisions of Act of Congress fixing sale price granted lands Oregon & California Railroad Company \$2.50 per acre to actual settlers.

Mr. Wm. F. Herrin,

Chief Counsel, Southern Pacific Railroad Company,  
Building.

Dear Sir:—

I beg to call your attention to the enclosed clipping appearing in yesterday's papers.

As nearly as can be determined from this published report, the Coos Bay Wagon road grant in Oregon appears to be subject to the same limitation as we found in the amendment to the granting Act to the Oregon & California Railroad Company,—directing sales to actual settlers to not to exceed \$2.50 per acre.

If I am correct in this supposition, the question is of the greatest importance to our Oregon-California grant.

Would it, in your opinion, be desirable for our company to co-operate in the defense of this attack upon the Coos Bay grant, or should we keep quiet and let them make the fight themselves?

It is a matter wholly of policy, and I realize the necessity of not calling any more attention than is absolutely necessary to the provision in our grant which is already giving us trouble.



If, however, the assault on the Coos Bay grant, for an identical provision with our own, should be successful the application of an adverse decision to our grant would work great harm and injury to us.

Yours very truly,

CHARLES W. EBERLEIN,  
Acting Land Agent.

(Newspaper Clipping)

## TWO HUNDRED WANT THE LAND

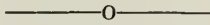
Defective Title to Timber Tract Held by  
Oregon Company May Open Up Rich Grant.

Marshfield (Or.) February 17.—The discovery by a local law firm of a defect in the title to a large tract of land known as the Coos Bay wagon road lands, held by a corporation known as the Southern Oregon Company, has caused the filing of 200 applications for quarter sections on that tract which is one of the most valuable pieces of timber lands in the Northwest.

It is claimed that this immensely valuable tract of timber is held in trust by the Southern Oregon Company for the people, the clause in the original grant to the State of Oregon from the Federal Government being operative in which it recites that the land shall not be sold to individuals other than citizens of the United States and in tracts not larger than 160 acres and at a price not to exceed \$2.50 or less than \$1.20. This land has always been held as a whole by the corpora-

tion and upon this point hinges the fate of the 200 applicants for the land.

Intense excitement prevails as a result of the disclosures regarding the title. This company has persistently refused to sell a foot of land to settlers at any price. The applicants have subscribed \$3000 for the purpose of fighting the suit which is to be instituted by the Southern Oregon Company.



File No. 385-1.

Dictated.

February 20, 1904.

Hon. W. D. Cornish,

Vice President, Union Pacific Railroad Company,  
120 Broadway, New York.

Dear Sir:—

I hand you copy of letter written to Mr. Herrin on the subject of the \$2.50 limitation, sales to actual settlers in the grant to the Oregon & California Railroad Company.

The matter is going to come to a head without any action on our part.

I inclose copy of the printed reports on the subject.

I have advice from Oregon that there is considerable excitement, and undoubtedly we shall be obliged to defend ourselves vigorously.

I wired Mr. Andrews, as per copy inclosed, to keep to work vigorously with his defaulted contracts, so as to save us as much trouble as possible.

I will take this matter up with you when I see you.

I leave tomorrow night.

Yours very truly,

CHARLES W. EBERLEIN.

Inc.

Acting Land Agent.

Box 1 Adverse claims & title matters.

SOUTHERN PACIFIC COMPANY

Department.

File No. 385-1.

Wm. F. Herrin, Chief Counsel.

2

San Francisco, Cal.

February 24th, 1904.

SUBJECT: Application to purchase Coos Bay  
Wagon-road lands.

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(Received )

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(Feb 24 1904 )

(Land Dep't S. P. R. R. Co.)

Mr. Charles W. Eberlein,

Acting Land Agent S. P. R. R. Co.,

Building.

Dear Sir:

According to the newspaper clipping received with

your letter of the 19th instant, about two hundred persons have applied to purchase a quarter-section of land each from the Southern Oregon Company, owner of the Coos Bay Wagon-road grant, at (presumably) two dollars and one-half per acre; which land, according to the clipping, the Southern Oregon Company refuses to sell. Your letter suggests that the decision of the cases thus presented may have weight, as precedent in authority, in event a corresponding provision to that relied on by the applicants, in the Act of April 10th 1869 (16 Stat. 47) relative to our Oregon & California grant, is brought to court for construction.

The provision relied on in the Coos Bay Wagon-road grant (15 Stat. 340) is:

“Provided further, That the grant of lands hereby made shall be upon the condition that the lands be sold to any one person only in quantities not greater than one-quarter section, and for a price not exceeding two dollars and fifty cents per acre.”

The corresponding provision in the Oregon & California Act of April 10th 1869, is:

“And provided further, That the lands granted by the Act aforesaid shall be sold to actual settlers only, in quantities not greater than one quarter-section to one purchaser, and for a price not exceeding two dollars and fifty cents per acre.”

As the Coos Bay Wagon-road grant contains no requirement that the Company sell the lands of its grant at all, it is not clear to me how the applicants expect to

compel conveyances to themselves of lands that Company does not want to sell; and this is equally applicable to similar applications to purchase Oregon & California lands.

By letter dated the 18th instant, Mr. W. D. Fenton called my attention to the matter—inclosing copy of a letter from himself to Mr. E. B. Seabrook, attorney for the applicants, asking the course of procedure he intends to take to enforce the applications.

I have written Mr. Fenton to keep in touch with the proceedings, and to tender our aid to the Wagon-road Company.

Very truly yours,

WM. F. HERRIN.

GOVERNMENT'S EXHIBIT 115.

File No. 415.

Dictated.

August 11, 1905.

Mr. D. A. Chambers,

McGill Building, 908 G. St., N. W.,

Washington, D. C.

Dear Sir:—

I found it necessary to wire you today as follows:

“Will Mr. Chambers or Mr. Bloss advise by wire whether land grants by Congress may be transferred to assignee or grantee, giving such the right to make and

file primary and indemnity selection lists in its own name and receive patent to itself. Local land office records in Oregon show California and Oregon Land Company as successor to Oregon Central Military Road Grant selected lands in Section 7, Township 20 South, Range 1 East, W. M., list No. 8, October 12, 1903, received patent therefor December 5, 1903. Did it require act of Congress to vest such Land Company with right to make selections in its own name and receive patent. If not, what does department require in such case. Has California and Oregon Land Company right to make indemnity selection in its own name.”

Thinking that perhaps you had gone or were about to go on your vacation, I included Mr. Bloss' name as I think there is nothing in this telegram which he could not answer, and I did not desire that you should be delayed or annoyed by this telegram.

Mr. Harriman arrived here today and, of course, things are very busy around these parts.

I have been asked to get at once the information suggested in this telegram.

Long before you receive this letter I shall have received your reply, and I merely wish to explain that what I wish to know is what is the practice regarding transfers of grants made by Congress for railroad purposes, such as Southern Pacific, Oregon & California, etc. Particularly grants having indemnity rights.

I wish to know if a railroad company holding a grant can transfer the same, and if so will its transferee or



grantee be clothed with all the powers conferred by the original charter and be authorized to make selection lists in its own name as such assignee and to receive patents as such, both for primary and indemnity.

I wash particularly to be advised whether it requires any act of Congress to transfer such rights, and if not what it is the department requires in the premises.

Yours very truly,

CHARLES W. EBERLEIN,

JRH.

Acting Land Agent.

—o—

D. A. CHAMBERS

File No. 415.

Attorney,

McGill Building, 908 G. Street, N. W.

Washington, D. C.

August 12, 1905.

Received (Copy

Aug 17 1905 Mail to Mr. Eberlein).

Land Dep't O. & C. R. R. Co.

TELEGRAM:

Charles W. Eberlein,

Acting Land Agent Southern Pacific R. R. Co.

San Francisco, California.

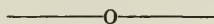
(Cipher)

Translation of cipher telegram Aug. 12, 1905, to  
C. W. Eberlein:

Your telegram eleventh inst. Land grants may be

transferred by filing evidence thereof in General Land Office. When such evidence is accepted as satisfactory by Land Department, transferee acquires rights of its grantor. No Act of Congress required. Such satisfactory evidence having been filed by California and Oregon Land Company it, as successor of Oregon Central Military Road Company has right to select lands and receive patents in its own name.

D. A. CHAMBERS.



File No. 415.

TELEGRAM

San Francisco, August 10, 1905.

Mr. B. A. McAllaster,

Land Commissioner,

Union Pacific Railroad Company, Omaha, Neb.

Will you please advise very briefly by wire whether Union Pacific Land Company selects land for patent, or whether same is done through Union Pacific Railroad Company. If so, how was right to select transferred? Did it take act of Congress to vest in Union Pacific Land Company all the rights granted in act of Congress making grant of lands to Union Pacific or Kansas Pacific Railroad Company. Has Union Pacific Land Company exercised any right of indemnity selection.

CHARLES W. EBERLEIN.

5506

*O. & C. R. R. Co., et al.*

Received

RUSH

File No. 415.

Aug 11 1905

Land Dep't S. P. R. R. Co.

TELEGRAM.

57. U. B.T. ON. 7:45 a. m. Omaha Aug 11 '05.

C. W. Eberlein,

1035 Mer Exchange Bldg, San Francisco, Calif.

The U. P. Land Company makes direct selection of its lands for patent and not through U. P. railroad company. It did not take act of Congress to vest title in the land company. The foreclosure of the K. P. Railway Company's consolidated first and Denver Extension mortgages, under which the granted lands were purchased by the Union Pacific Land Company, was recognized by the interior department as vesting the title in the land company and patents thereafter issued direct to the land company. The land company has not exercised the right of indemnity, but could do so if it were necessary.

B. A. M'ALLASTER.

9:25 a. m.

(Copy) File O. & C. No. 415.

Dictated *Personal*

August 11, 1905.

Mr. A. B. McAllaster,

Land Commissioner, Union Pacific Railroad Company, Omaha, Nebraska.

Dear Sir:—

I wired you yesterday asking for information regarding the means by which the Union Pacific Land

Company obtained control of the old Kansas Pacific grant and whether it made selections in its own name and received patents to itself on such selection lists.

I have your very prompt telegram this morning giving me the information desired, for which I am very much obliged.

X

X

X

X

Yours very truly,

JRH.        (Signed) CHARLES W. EBERLEIN.

Box 1 Adverse claims & title matter.

File No. 415 O. & C.

Dictated.

August 16, 1905.

Mr. Peter F. Dunne,

General Attorney,

Southern Pacific Company,

Building.

My dear Mr. Dunne:

I beg to hand you telegraphic correspondence regarding the transferring of railroad grants made by act of Congress. I think the telegrams explain themselves.

While the Union Pacific Land Company does not furnish a case exactly in point, I think that the transfer of the Oregon Central Military Road Grant to the California & Oregon Land Company does.

The Union Pacific Railroad Company and the allied lines, namely, the Kansas Pacific Railway Company, went into the hands of a Receiver. Mortgage was foreclosed by the United States, and the *lands in*

*Kansas* granted to the old Kansas Pacific Railway Company were bought in by the Union Pacific Land Company.

The substitution in this case is complete, and the Union Pacific Land Company makes its own selection of lands formerly granted to the Kansas Pacific Railroad Company and receives patents to the Union Pacific Land Company direct.

My telegram to Mr. Chambers states the facts regarding selections by and patents to the California & Oregon Land Company of lands originally granted by Congress to the Oregon Central Military Road Grant.

Mr. Chambers has undoubtedly looked this matter up. He makes no citation to department decision, but I think this matter can be brought about by conference with the officials at Washington, who are just now inclined to be friendly to us.

I think, however, that all arrangements should be made, and then the matter taken up with them,—personally, and not by letter.

If this matter once gets into the ordinary grind of the Interior Department, it may be months, or even years, before we can pull it through.

Please accept my assurance that I am at your disposal at all times in helping through this somewhat complicated, but I think altogether hopeful deal.

I go to Portland tonight, to be gone for some days;

but in case you need me I will try to hasten my return.

Yours very truly,

CHARLES W. EBERLEIN,

RCY.

Acting Land Agent.

Inc.

GOVERNMENT'S EXHIBIT NO. 116

Portland, Oregon, August 23, 1907.

INFORMATION RECEIVED FROM DAVID  
LORING

Mr. Loring went to work for the Oregon & California Railroad Company on March 4, 1882, in the engineering department; shortly after, he went into the right-of-way department, and worked in these two departments until the fall of 1884. Mr. Schulze had resigned as land agent of the O. & C., and Mr. I. R. Moores had recently died. The Board of Directors and the Farmers Loan & Trust Company were unable to agree upon a land agent, and the Board made George H. Andrews acting land agent, in which capacity he served until 1904. Shortly after, Mr. Andrews was made acting land agent, Mr. Loring was assigned to work in the land department, commenced his duties as such in the fall of 1884 or early in 1885, and served in that capacity until Mr. Andrews retired. During this time, Mr. Loring had general charge of the office work, conducted many of the investigations for the sale



of lands personally, and in a general way had charge of the records of the office, all subject, of course, to Mr. Andrews. Mr. Loring personally wrote and prepared most of the deeds executed during the period he was so employed.

At the time Mr. Loring entered the land department, Mr. Andrews had full charge subject to General Manager Koehler and President Villard, and this condition continued until after the Southern Pacific Company secured the road; in other words, the land department matters were entirely within the control of men who represented the Oregon & California Railroad Company. Shortly after the Southern Pacific secured the road, a general land department of all Southern Pacific lines was established at San Francisco, and William H. Mills was made land commissioner. He had charge of the railroad lands of all of the companies then controlled by the Southern Pacific system. Mr. Madden had direct charge of either the old Southern Pacific or the Central Pacific, subject to Mr. Mills who gave but little personal attention to those lands.

After Mr. Mills was appointed land commissioner, the general policy concerning lands was dictated from San Francisco by Mills or frequently, by Mr. Huntington himself. Mr. Huntington did not have full control of the Southern Pacific at the time it acquired the Oregon & California. There was considerable of a struggle for the control of the road for a few years.

The land department was maintained in this general

manner until sometime in 1902, when Mr. Eberline was sent out as the representative of Mr. Harriman, or so it was generally understood. Mr. Eberline immediately began a thorough investigation of the entire records of the land department. Shortly after Mr. Eberline took charge, he ordered the sale of all timber lands to stop, and but few sales of any lands were made after that. Most all of the land in the grant had more or less timber on it at that time. There was but a few straggling sales made after Mr. Eberline stopped the sales.

At the time Mr. Loring went into the office, a considerable part of the lands were graded,—Mr. Loring now thinks a large part of the lands that had been patented were graded,—he is not certain as to the quantity—but the grading was indicated by pencil notations on the plats in the office, these notations simply consisting of prices. There had been some cruising before that time, but only of small parts of the grant. Mr. Moores had been connected with the land department from the start, and he was very well acquainted with the land generally throughout the valley, and Mr. Loring thinks that a large part of the grading was made upon his individual judgment. After Mr. Andrews and Mr. Loring went into the land department, they found frequent instances where the lands were rated too low, and as a result, Mr. Andrews and Mr. Loring began grading the lands up to actual value so far as known, and this policy continued during all of the time Mr. Loring and Mr. Andrews were in the office. Their uniform policy was to ascertain the reasonable value of lands,

and set the price accordingly.

Mr. Loring says that always during the time he was in the office, the lands were sold at as high a price as could be obtained, and to any person who applied to purchase and would pay the price, and of as large a quantity as desired. Mr. Loring does not remember that the company ever refused to make a sale because of the provisions of the act of 1869 or of the act of 1870. For that matter, Mr. Loring does not remember that any one else than the man in Washington ever contended that he had a right to purchase under that Act. This case in Washington was in 189—sometime. Mr. Arthur C. Emmons, who is now practicing law in Portland, with offices in the Chamber of Commerce Building, was attorney for the defendant in that case, and probably remembers it thoroughly.

Mr. Loring says that it is possible that the question of the rights of actual settlers was discussed in some way at the time the quadrant suit was started, and that Judge Williams, who was attorney for the settlers, might know; or perhaps Mr. Galvani knows. Mr. Galvani at that time lived at Forest Grove. He is now head draftsman for the Oregon Electric Co., the electric line now being constructed to Salem.

From the time Mr. Loring first went to work in the land department until sometime after 1890, there was very little demand for timber lands, and most of the sales were made to people who were farming the adjoining lands or to new settlers coming in, and during this time

the actual value of a large part of the grant, so far as the then market price controlled, was really not more than \$2.50 an acre, and a great deal of land was sold at prices not above \$2.50; but during this same time, the sales of the better known and higher priced lands in the more thickly settled part of the valley were sold by Mr. Andrews and Mr. Loring at their actual value so far as known, as above stated. The outlying lands were in the midst of Government land, still vacant, and the Government price naturally controlled the market price of the adjoining lands. In the valley lands were sold as high at 6, 8, 10, and even \$15 an acre, always according to value. When a person applied to purchase there was no effort made to ascertain if he was a settler on the land, nor the use which he intended to make of the land, nor whether he had previously purchased any lands which would exceed 160 acres added to the new purchase. There never was any attempt to ascertain whether the land sought to be purchased was susceptible of settlement. The only cruising or grading done was simply to ascertain the value of the land.

The cruisers and land examiners made notes as to the general character of the land with reference to soil and sub-soil, and as to whether the land was agricultural or grazing or timber land, but this was simply to assist in fixing the value of the land, rather than in restricting sales to actual settlers. There never was any policy of restricting the sales of even the agricultural lands to actual settlers, so far as Mr. Loring knows. All lands were sold alike, so far as the general policy was con-

cerned, to any purchaser, in any quantity, and at the highest price obtainable.

Down to 1890, there was no general demand for timber lands, and they had no such value as they have today. From 1890 to 1900, the demand for these lands increased very rapidly, and the value increased accordingly, and it was during this period that nearly all of the large timber land sales were negotiated. Before these large sales began, the general indications were that there was going to be a demand for timber lands, and that eastern buyers would be making purchases of them, and the office in anticipation of this condition, had the timber lands cruised as rapidly as possible. In this way the land department endeavored to take advantage of all market conditions for the purpose of increasing the revenues from the sales of the lands. Nearly all of the large sales were negotiated after 1890, with the exception of the sales to the bondholders in 1872-3-4.

The land business in every way was more vigorously and effectively handled after the Southern Pacific acquired the road. The principal reason for this was that before that time, the Oregon & California Railroad Co. had no money to exploit the land business, but after the S. P. acquired control, cruising was made and no efforts spared to exploit the land business and develop and obtain as high values as possible, and this policy was persistently pursued until Mr. Eberline's time, when he stopped sales altogether.

Patents to indemnity and lien lands were delayed

on account of the manner in which the work was done in the General Land Office. Mr. Loring says that many indemnity selections were pending when he went into the office, and that many more were made by him shortly after he went into the office. The lands in the place limits were not selected so rapidly because the company knew in a general way what it had there, *and it was the policy of the company to avoid selecting as long as possible, in order to keep them off the tax rolls.* But indemnity selections were made as rapidly as surveys would permit, because a great deal of land was being lost. The place limit lands were not selected until required in a general way, first, to avoid the fees, *and second, to avoid taxes.* The Oregon & California R. R. Co. was always short of funds. After the Southern Pacific secured control selections were made of everything as rapidly as possible, and it was after this time that a large part of the place limit lands were selected. The fees for selections amounted to considerable, being \$2 for each quarter section, so that while the indemnity selections were made as rapidly as possible to avoid losses, place selections were, during the years of financial adversity, delayed as long as possible.

Place lands were sold before patented, and even before acceptance of selections in a few instances where there was no doubt that selections would be approved. Mr. Loring does not remember to what extent this was done during his time, but he knows that it was done with very little restraint by Messrs. Moores and Schulze, and that a great many complications arose and had to be



straightened out during the time of Mr. Andrews and Mr. Loring.

Mr. Loring has been over a large part of the land in lower Douglas and in Josephine and Jackson counties while right-of-way agent and also on outing trips. He says that there is a large amount of land which is available for grazing and for fruit and grapes; that in that general locality fruit and grapes will grow to the best advantage, even in the mining country; that grapes seem to do best on mining soil. Mr. Loring finds it difficult to make a satisfactory estimate of the quantity of land available for agricultural purposes. There are quite large tracts all of which will be available for growing fruit and grapes, and then again, large tracts wholly unfit for any such use. Then again the largest part of the land consists of quarter sections containing land of both characters. Mr. Loring thinks the best estimate he can give would be that from 60 to 75% of all of the quarter sections remaining in the land grant, and for that matter, the even numbered sections as well, south of Roseburg, contain from 6 to 12 acres or more which can be devoted to the growing of fruit and grapes, and the balance of the quarter section can be used for grazing, and in this way the land could be used by settlers. Mr. Loring calls attention to the fact that nearly all of the timber land after the timber is removed can be seeded to timothy and grow excellent crops for grazing, and that this can be done without removing the stumps. Mr. Loring says that the quantity of land available for fruit and grapes will be greatly increased if irrigation pro-

jects are installed.

Mr. Loring remembers specifically most of the large sales to Hammond, Kelly, and the Curtiss Lumber Co.

There were hundreds of contracts forfeited at various times. There used to be a book in which all of these cancellations were recorded, but Mr. Loring thinks this book was probably destroyed in the San Francisco fire.

Mr. Loring says that the Booth-Kelly people have right from the first considered their lands as possessing a substantial value, after removing of timber, for grazing purposes, and that this subject was discussed by them on various occasions with Mr. Loring himself. In these conversations, Mr. Kelly referred to the value of the lands for grazing and other purposes after timber was removed.

The sale maps published by the company were revised from time to time, generally every two years or so. Mr. Loring attended to a large part of the corrections. At the time Mr. Eberline took charge the publication of the maps was stopped, and that explains why they are so rare today. The Southern Pacific people looked after the printing of maps because they could get the work done cheaper than the O. & C. had before paid Rand & McNally. This shows to what extent the Southern Pacific dictated the policy of the O. & C., including the land department.

Mr. Loring says that the upper end of the Willamette Valley and the Umpqua and Rogue River Valleys were in a general way taken up under the donation

laws long before the railroad grant, and that the land taken up in this manner was almost as much in quantity as now appears on the railroad map. That there was more land lost in place limits than all of the indemnity lands, so that even if the company had gotten all of the lands within the indemnity limits, it would still have lost a part of the grant.

Because of the existence of minerals in Jackson and Josephine counties, the company had all indemnity lands examined before selecting, and no selections were made of lands reported to be mineral. It is a fact that nearly every odd section was selected, but they were reported to be non-mineral before they were selected. It is also a fact that afterwards where minerals were discovered, such lands were sold as mineral lands after being patented. All contracts and deeds of lands in those counties reserved minerals, unless the existence of minerals was known and conceded by the purchaser and he bought and paid for the lands as mineral lands, in which case until about the year 1900, the minerals were not reserved. (Stopped selling minerals 1902).

Mr. Elliott probably knows as much as any person about the character of the lands now remaining in the grant. He worked as a cruiser for the company for many years.

It was understood when sales were made to men like Kelly, Hammond and Wentworth, that they were buying land principally for the timber and with no intention of settling upon it or of having others settle, in fact,

the value of the lands for timber was the principal basis of negotiations as to price.

Deeds accumulated from time to time in the office which were never delivered, because the parties never called for them, and we were unable to locate them. When all of the records were sent to San Francisco, these undelivered deeds were included among the papers sent, unless perhaps they were retained by Mr. Cotton. My recollection is that there were three or four, or possibly a half a dozen of the deeds way back during the time they were executed by Latham and Atherton, and other deeds accumulating from that time on down. There were perhaps 75 of these deeds which had accumulated down to 1902. These deeds, of course, would not appear in the public records.

Ainsworth, Ralston and Rathborn were the three old bondholders who exchanged bonds for lands in the early history of the company.

The "East Side" and "West Side" lands were all handled alike, excepting that down to 1897 they were authorized in separate lists, but after that time, the lands of both grants were included in the same serial numbers.

The manner of preparing schedule of deeds to be executed was as follows:

On the 1st of each month, all contracts fully paid up were included in a schedule prepared by myself, which was furnished to Mr. Andrews, and he prepared the schedule which was adopted at the directors' meeting. When the schedule was adopted by the Board of Direc-

tors and deeds authorized, the schedule was then handed to me, and I prepared deeds pursuant to the form prescribed by the resolution and by the contract. I then handed them to Mr. Andrews, who executed them as Secretary and sent them to Mr. Koehler who executed them as Second Vice-President. If the deeds required signature of the Union Trust Co., Mr. Koehler then sent them to the Union Trust Co. with proper letter on the subject, and when they were returned by the Union Trust Co. executed, they were sent to the Land Department for delivery. The deeds which did not require execution by the Union Trust Co., were delivered to the Land Department as soon as Mr. Koehler executed them.

Mr. Loring, immediately upon receiving the deeds, finally executed and ready for delivery, notified the grantees at their residences as the same appeared in the records of the company by postal cards. It was one of the requirements of the company that the purchaser should surrender their contract or paid up certificate, if one had been delivered to them, before the deed would be delivered, and the postal card advised them of that fact.

The decision in the Steel case was construed by the railroad company and conceded by the Union Trust Co. to mean that any lands which were subject to pending contracts on May 12, 1887, were not covered by the Union Trust Co. mortgage; and it was further construed by both of the parties that if any contracts executed prior to May 12, 1887 were at any time after-



wards cancelled, the lands reverted to the railroad company, but did not become subject to the Union Trust Co. mortgage, and these lands were called "non-trust" lands, and the deeds for them were later given a serial number with the initials "N. T." This applied to both grants.

There was a separate book kept containing all cancellations. I am not at all certain as to the number of these cancellations, but it seems that the number exceeded 2,500 during the entire history of the railroad. The first big batch of these cancellations was in 1885 and 1886, during the receivership, when all of the affairs of the company relating to the lands were adjusted in a general way. Notice was given to all delinquent purchasers to pay up, and those who failed to pay up, were subjected to forfeiture. This accounts for the unusual number of deeds executed during 1885, because people came in and paid up their old pending contracts. Referring to the statement above that surrender of contracts was required before delivery of deeds; the company made it a practice to require an indemnity bond in case the contract had been lost and could not be surrendered.

Mr. Loring thinks that the contract with the Pokegama Company in November, 1902 was pursuant to a former contract entered into several years prior, by the terms of which it was provided that if a certain railroad should be constructed, the Pokegama Company should be entitled to select and purchase a specified quantity of land and at a specified price, and that this contract



was entered into after Eberline had really stopped sales.

In some cases lands which had been sold under contract were sold for taxes in the different counties, the company not paying the taxes on contracted lands at first. When the railroad company afterwards forfeited these same contracts, the lands reverted to the company, but subject to these tax titles, and this is the cause of the only uncertainty as to the quantity of lands held by the company at the time Eberline took charge. Redemption was made from these tax sales wherever they were discovered, and one of the first things that Eberline did was to check the entire grant, and make provision for getting rid of the tax titles standing against it.

W. W. Bretherton was tax commissioner for the company for 18 years until Eberline took charge. Bretherton is still in Portland and in the employ of the S. P. Company as collector of freight bills or some similar capacity. He is a brother of C. E. Bretherton, the English lawyer who re-organized the company for Villard in 1881.

Mr. Loring's recollection is that none of the indemnity lands were sold prior to patent during his time, but that the primary lands were sold before patent.

In the southern part of the grant, the Land Department waited until the lists were proved before placing the lands on sale, and in most cases until patent was actually issued. It is a fact that a large part of the lands in the southern part of the grant were never offered for sale as low as \$2.50 per acre. A large part of them were cruised before the company's title became

assured sufficiently to be put on sale, so that when they were first put on sale, a price in excess of \$2.50 an acre was asked for them.

## GOVERNMENT'S EXHIBIT NO. 117

State of Oregon	)	
	) ss.	
County of Douglas	)	

Irvine P. Gardner, being duly sworn, deposes and says; His postoffice address is Myrtle Creek, Oregon; he is 37 years of age, occupation surveyor and cruiser. That he lives on a homestead in Sec. 18, Twp. 28S R 3 W, W.M. That he is Manager for the Neenah Oregon Land Company in Oregon. That he has lived in Oregon five years, and in Douglas county the same length of time. That at various times prior to coming to Oregon he worked for the Government in the state of Minnesota having charge of the appraisal and surveying of Indian land under G. L. Scott, Maj. 10th Cav. retired, U. S. A. and Simon Michelet, U. S. Indian Agent, that this employment covered a period of about three years and was principally on the Leech Lake and White Earth Indian Reservation. That since coming to Oregon he has been engaged in estimating and buying timber.

That he is familiar with, and has been over repeatedly the South Umpqua Country, being township 28S R 4W; Twp 29S R's 1, 3 & 4 W; Twp. 30 S, R's 1, 2, 3, 4 and 5 W; Twp. 31S, R's 1, 2, 3, 4 and part of 5 W that part of twp. 32S R's 1, 2 and 3W north of the

Rogue River Divide in Douglas county. That from his knowledge of said area it is his judgment that one third of same is agricultural in character, and the balance largely grazing land. There are now thousands of cattle and sheep annually grazing on same.

That he is also familiar with and has repeatedly been over part of the North Umpqua country, being twp. 27S R 3 W; part of twp. 28S R 3 west; part of twp 28 S R 2 W; twp. 26S R 2W in part. That the above area, in affiant's judgment, would run one third agricultural land and two thirds, or the larger part of two-thirds, grazing land.

That affiant is not an intervenor in the suit of the U. S. vs. the O & C R.R.Co. and knows of no one who applied to purchase land of said company and was refused prior to Sept. 4, 1908.

That affiant believes if said areas above described were sub-divided into 160 acre tracts, the same percentages would obtain on an average per 160 acre tract.

IRVINE P. GARDNER

Subscribed and sworn to before me this 15th day of March 1912.

LEONARD UNDERWOOD

Special Agent G. L. O.

GOVERNMENT'S EXHIBIT NO. 118.

Portion of newspaper "Coos Bay Times", printed and published at Marshfield, Oregon, containing purported photographs of lands, industries etc., of Coos County, Oregon.

This exhibit is not printed, but certified up, under order of Court..

GOVERNMENT'S EXHIBIT NO. 119

State of Oregon	)	
	)	ss.
Co. of Polk	)	

N. V. Fuller being first duly sworn deposes and says that his residence and post office address is Dallas, Oregon where he is engaged in the Drugstore business and where he has lived for eleven years and affiant further says that for 7 years he followed cruising and land locating in Ts. 7, 8 & 9, S.-R's. 6, 7 & 8 West and is familiar with said lands and with their character. At this time, the greatest value of these lands generally speaking is for its timber although much of it would be valuable if cleared, for general farm purposes including fruit, dairying & grazing purposes.

And affiant further says that on June 11, 1907 he made an application to the Oregon & California R. R. Company to purchase the SE $\frac{1}{4}$ , Sec. 31, T.8 S, R.7 W. W.M., in Polk Co. Oregon, which said application was declined and said R. R. Company refused to recognize or consider the application in anyway.

W. V. FULLER

Subscribed & sworn to before me at Fuller Drug Store in Dallas Ore. this 9th day of March 1912.

E. S. FOLEY

Spl. Agent G. L. O.

GOVERNMENT'S EXHIBIT NO. 120.

State of Oregon :

:ss.

County of Jackson :

I, W. G. Grieve, a citizen of the United States, 35 years of age, residing at Jacksonville, Oregon, where I am County Assessor of Jackson County, Oregon, being duly sworn, depose and say:

I have been county assessor for about three years last past. I have lived in Jackson County, Oregon, for the last twenty-four years; and prior to becoming county assessor, I spent about seventeen years in the stock business, and about four years in locating people on government land. During my residence in Jackson County, I have lived at Central Point, Prospect, Jacksonville, on Little Butte Creek, on Big Butte Creek, and elsewhere. I have ranged cattle in almost all the out districts of said county; and through ranging cattle, locating people on lands, hunting, performing the work of county assessor, etc., have become very familiar with the lands in all parts of said county.

I have had experience in farming; and by having lived most all my life in farming communities, have be-

come familiar with agricultural conditions, particularly in said Jackson County, Oregon.

I am very familiar with the lands now owned by the railroad in the following described townships; and I estimate the number of quarter sections thereof which are suitable for settlement purposes, that is, which would support a family, at the percentages stated below:

Those which drain into Trail and Elk Creeks and the upper Rogue River, namely, Tps. 32 S. Rgs 1 W. and 1 & 2 E. W. M.; Tps 33 S. Rgs 1 W. and 1, 2 & 3 E. W. M.; Tps. 34 S. R. 1 W. & part of 1 E. & 35 S. Rgs. 1 W. & 1 E.....20%

Those which drain into Big Butte Creek, namely, T 34 S. Rgs 2 & 3 E & part of 1 E; Tps 35 S. Rgs 2 & 3 E; & parts of T 36 S. R. 3 E.....40%

Those which drain into Little Butte and Antelope Creeks, namely, Tps 36 S. Rgs 1 W & 1 & 2 E. & part of 3 E; T 37 S. Rgs 1, 2, 3 & 4 E.....20%

Those which drain into Evans & Sardine Creeks and tributaries, namely, T 33 S. Rgs 2, 3 & 4 W; T 34 S. Rgs 2, 3 & 4 W; T 35 S. Rgs 3 & 4 W; and the portions of T 36 S. Rgs 3 & 4 W which are north of Rogue River.....20%

Those drained by Sams & Beagle Creeks, namely, T 35 S. R 2 W; and part of T 36 S. R. 2 W.....50%

Those which drain into the Rogue River on the south, and into Bear Creek as far south as Ashland, namely, part of T 36 S. Rgs 2, 3 & 4 W; T 37 S. Rgs.



1, 2 & 3 W & part of 4 W; & T 38 S. Rgs 1 W and part of 2 W & 1 E.....50%

Those which drain into Jennie & Dead Indian Creeks and those south of Ashland which drain into Bear Creek, namely, T 38 S. Rgs 2, 3 & 4 E; T 39 S, Rgs 1, 2, 3, 4 & 5 E & part of 1 W; Tp. 40 S. Rgs 1, 2, 3 & 4 E; T. 41 S. Rgs. 1, 2, 3 & 4 E.....30%

Those which drain into Applegate Creek and its tributaries, namely, part of T 37 S. R. 4 W; T 38 S. Rgs. 3 & 4 W & part of 2 W; T 39 S Rgs. 2, 3 & 4 W and part of 1 W; T 40 S. Rgs 1, 2, 3 & 4 W; and T 41 S. Rgs 3 & 4 W.....15%

Taking all the quarter sections together which I have estimated above as suitable for settlement purposes, I estimate that they will average twenty acres of plow land to the quarter section; and I know that practically all of the railroad lands in the territory above mentioned is good grazing land.

I consider the above estimates as conservative; and I know that the climatic and soil conditions of the lands in Jackson County, Oregon, are favorable for agricultural purposes, and fruit growing.

W. T. GRIEVE,

County Assessor of Jackson County, Ore.

Subscribed and sworn to before this 16th day of March 1912, at the Court House in Jacksonville, Oregon, affiant having previously read the above affidavit.

HARRY E. LAUGHLIN,

Special Agent, G. L. O.

GOVERNMENT'S EXHIBIT NO. 121.

A booklet purported to have been issued under the co-operative plan of the Southern Pacific Lines in Oregon—Wm. McMurray—General Passenger Agent,—and to have been planned and executed by the Sunset Magazine, Homeseekers' Bureau, Portland, Oregon. This Booklet purports to describe the agricultural and other resources of Lincoln County, Oregon, especially tributary to Toledo, Lincoln County, Oregon.

This exhibit is not printed but certified up, under order of Court.

GOVERNMENT'S EXHIBIT NO. 122.

This exhibit is a purported statement made by F. A. Elliott to B. D. Townsend prior to the institution of this suit, and is set forth in full at pages 2742 etseq. of this printed record.

GOVERNMENT'S EXHIBIT NO. 123.

This exhibit is a purported affidavit of H. S. Maloney, executed before Harry E. Laughlin, Special Agent of the General Land Office, February 29th, 1912, and is set forth in full on page—— of this printed record.

GOVERNMENT'S EXHIBIT NO. 124.

This exhibit consists of a photograph purporting to

show improvements etc., of E. J. Mahan, a witness for complainant, on Section 17, Township 39 South, Range 1 East, Jackson County, Oregon, title to land shown having been in litigation between occupants, past and present, and the Oregon and California Railroad Company, and is within the limits of the grant to the East Side Line.

This exhibit is not printed but certified up, under stipulation of the parties and order of the Court.

#### GOVERNMENT'S EXHIBIT NO. 125.

This exhibit is a booklet purporting to have been issued under the co-operative plan of the Southern Pacific Lines in Oregon and to have been planned and executed by the Sunset Magazine Homeseekers' Bureau, Portland, Oregon. This booklet purports to describe agriculture and other industries in Grants Pass, Josephine County and the Rogue River Valley, all in Oregon.

This exhibit is not printed but certified up, under order of Court.

#### GOVERNMENT'S EXHIBIT NO. 126A.

“Deed of Trust of Congressional Land Grant,  
“from the Oregon and California Railroad Com-  
“pany to Milton S. Latham, Faxon D. Atherton  
“and Wm. Norris.

“THIS INDENTURE, made and entered into at

“the City of Portland, Multnomah County, and State  
“of Oregon, this fifteenth day of April, in the year of  
“our Lord one thousand eight hundred and seventy, be-  
“tween the Oregon and California Railroad Company,  
“a body corporate, organized at Portland, in the State  
“of Oregon, on the seventeenth day of March, in the  
“year of our Lord one thousand eight hundred and  
“seventy, under an act of the Legislature of the State  
“of Oregon, approved October 14, A. D. one thousand  
“eight hundred and sixty-two, entitled ‘An Act pro-  
“viding for private incorporations, and the appropria-  
“tion of private property therefor,’ and acts amenda-  
“tory thereof and supplemental thereto, party of the  
“first part, and Milton S. Latham, Faxton D. Ather-  
“ton and William Norris, all of City and County of San  
“Francisco, and State of California, parties of the sec-  
“ond part,

“WITNESSETH:

“WHEREAS, the Congress of the United States  
“of America did, by an act approved July 25, in the  
“year of our Lord one thousand eight hundred and sixty-  
“six, and entitled ‘An Act granting land to aid in the  
“construction of a railroad and telegraph line from the  
“Central Pacific Railroad in California to Portland in  
“Oregon,’ and by acts supplemental thereto, and amen-  
“datory thereof, grant certain lands to, and confer cer-  
“tain benefits upon such Oregon company, as should be  
“designated by the Legislature of the State of Oregon;

“AND WHEREAS, in pursuance of such act of

“Congress, the Legislature of the State of Oregon, did  
“on the 20th day of October, in the year of our Lord one  
“thousand eight hundred and sixty-eight, by joint reso-  
“lution thereof, duly designate the Oregon Central Rail-  
“road Company, a corporation incorporated at Salem,  
“in the State of Oregon, April 22, in the year of our  
“Lord one thousand eight hundred and sixty-seven, as  
“the company to take and manage the lands and fran-  
“chises so granted to such Oregon company, by the  
“Acts of Congress aforesaid, which Oregon Central  
“Railroad Company did afterward, and within the time  
“required by such Acts of Congress, duly file its as-  
“sent to the said Acts and all the provisions thereof as  
“required by the same in the office of the Secretary of  
“the Interior of the United States at Washington City,  
“and did locate the line of its railroad, and prepare and  
“file its maps in strict accordance with all the provisions  
“of such Acts, and did further, prior to December 25,  
“in the year of our Lord one thousand eight hundred  
“and sixty-nine, complete over twenty miles of its rail-  
“road and telegraph line, and did fully equip the same  
“in all respects as required by such Acts of Congress,  
“and the said twenty miles of railroad and telegraph  
“line were accepted by the Government of the United  
“States, as in such Acts provided, and the lands to which  
“such company became entitled by virtue of a full and  
“complete compliance with all the provisions of such  
“Acts, and by the completion and equipment of such  
“twenty miles of railroad were by the Secretary of the  
“Interior withdrawn from market, and ordered segre-

“gated from the public domain for the use and benefit  
“of such Oregon Central Railroad Company, as in and  
“by such Acts of Congress provided;

“AND WHEREAS, the said Oregon Central Rail-  
“road Company did, on the twenty-ninth of March, A.  
“D. one thousand eight hundred and seventy, by a deed  
“of conveyance duly and legally made, executed,  
“acknowledged and delivered, bargain, sell, assign, set  
“over, enffeeff, convey, and confirm under the Oregon  
“and California Railroad Company, party of the first  
“part herein, all its right, title, interest, claim, property  
“and demand whatsoever, both legal and equitable, pres-  
“ent and prospective, absolute and contingent of, in, and  
“to the lands, franchises and benefits whatsoever,  
“granted or intended to be granted by said Acts of Con-  
“gress upon such Oregon company, and all right, title,  
“interest, claim, property and demand whatsoever of  
“the said Oregon Central Railroad Company in such  
“lands and franchises;

“AND WHEREAS, the said Oregon and Cali-  
“fornia Railroad Company, did, by a resolution of its  
“board of directors, at a meeting of such board, duly  
“called and legally held at the office of such company  
“in the City of Portland, on the thirteenth day of April,  
“in the year of our Lord one thousand eight hundred  
“and seventy, authorize the issue by such company, in  
“its name and under its corporate seal, of eighteen thou-  
“sand four hundred and fifty bonds, numbered respect-  
“ively from number one to number eighteen thousand



“four hundred and fifty; that is to say, seven thousand  
“four hundred and fifty bonds of the denomination of  
“one thousand dollars each, and numbered respectively  
“from number one to number seven thousand four hun-  
“dred and fifty, both inclusive; six thousand bonds of  
“the denomination of five hundred dollars each, and  
“numbered respectively from number seven thousand  
“four hundred and fifty-one to number thirteen thou-  
“sand four hundred and fifty, both inclusive, and five  
“thousand bonds of denomination of one hundred dol-  
“lars each, and numbered respectively from number  
“thirteen thousand four hundred and fifty-one to num-  
“ber eighteen thousand four hundred and fifty, both in-  
“clusive; such bonds amounting in sum total to ten mil-  
“lions nine hundred and fifty thousand dollars. That  
“all such bonds should bear date April 15, A. D. one  
“thousand eight hundred and seventy, and should be  
“payable in the City of New York, on the first day of  
“April, in the year of our Lord one thousand eight hun-  
“dred and ninety, in the gold coin of the United States,  
“and should bear interest at the rate of seven per centum  
“per annum, payable semi-annually in like gold coin of  
“the United States, at the banking-house of Messrs.  
“Dabney, Morgan & Company, in the City of New  
“York, which should be represented by half yearly in-  
“terest coupons attached to each bond, and should be  
“payable on the first days of April and October of each  
“year.

“AND WHEREAS, such board of directors did  
“at their meeting aforesaid by resolution duly passed, di-

“rect that all such bonds should be delivered to Milton S. Latham and Faxon D. Atherton, two of the parties of the second part herein, as trustees for the owners and holders thereof, and of such persons as should at any time hereafter become the owners and holders thereof, and did further resolve, that a mortgage should be duly executed by the party of the first part hereto, under its corporate seal, and in its name, and deliver to said Milton S. Latham and Faxon D. Atherton, two of the parties of the second part hereto, as a security for the payment of all such bonds, both principal and interest, which mortgage should cover and include the railroad and all other corporate property, real, personal and mixed, of the first part hereto, save and except the lands, franchises and benefits granted or intended to be granted by the Acts of Congress aforesaid to the Oregon company, and which were then owned by the party of the first part hereto, or in which such company had any interest, and all which lands, franchises and benefits were to be especially excepted from such mortgage.

“AND WHEREAS, The board of directors of the party of the first part hereto, did, at their meeting aforesaid further resolve, in substance and legal effect, that in order to further provide for the security and payment of the principal of the eighteen thousand four hundred and fifty bonds aforesaid, so directed to be issued by the party of the first part, and for the purpose of creating a sinking fund for the redemption of the principal of such bonds at their maturity, the party

“of the first part hereto, should by its president and secretary, and in its name and under its corporate seal, “duly make, execute, acknowledge and deliver to Milton S. Latham, Faxon D. Atherton and William Norris, parties of the second part hereto, a deed of conveyance of all the lands and franchises granted or intended to be granted to the Oregon company by the “said act of Congress, approved July 25, in the year “of our Lord one thousand eight hundred and sixty-six, “and entitled ‘An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland in Oregon,’ and acts supplemental thereto and amendatory “thereof; which conveyance should be in trust for the “benefit of the bondholders of the party of the first part “hereto, as aforesaid, and for the purpose of creating “from the proceeds thereof a sinking fund for the redemption of said eighteen thousand four hundred and “fifty bonds, as aforesaid; that such lands and franchises “should not be sold or disposed of by such trustees without the consent of the party of the first part hereto, “nor except in the manner and upon such terms as the “party of the first part might direct, and that all the “proceeds thereof should be invested by such trustees, “party of the second part hereto, in United States security, or such other security as the party of the first “part hereto might consent to, and that such deed of “trust should contain all the provisions, conditions and “covenants hereafter contained, and all stipulations, “agreements, covenants and conditions which the presi-

“dent and secretary of the party of the first part hereto  
“might deem material, necessary or proper for the mu-  
“tual protection of the interests of the party of the first  
“part hereto, and its bondholders.

“AND WHEREAS, The said mortgage so di-  
“rected to be issued has been duly executed and acknowl-  
“edged, and prepared for record in strict accordance  
“with all the requirements of the resolutions of the board  
“of directors of the party of the first part hereto, as  
“aforesaid; therefore,

“THIS INDENTURE WITNESSETH: In  
“consideration of the premises aforesaid, that the Ore-  
“gon and California Railroad Company, party of the  
“first part hereto, and the further consideration of one  
“dollar, the receipt whereof is acknowledged, hath  
“granted, bargained, sold, assigned, aliened, set over,  
“enfeoff, conveyed and confirmed, and by these presents  
“it does grant, bargain, sell, assign, alien, set over, en-  
“feoff, convey and confirm unto said Milton S. Latham,  
“Faxon D. Atherton and William Norris, parties of  
“the second part hereto, all the lands and franchises,  
“with their appurtenances lying and being in the State  
“of Oregon, granted or intended to be granted to the  
“Oregon company by act of Congress approved July  
“25, A. D. one thousand eight hundred and sixty-six en-  
“titled ‘An Act granting lands to aid in the construction  
“of a railroad and telegraph line from the Central Pa-  
“cific Railroad in California to Portland in Oregon,’  
“and acts supplemental thereto and amendatory there-  
“of. And also, all the right, title, interest, claim, prop-

“erty and demand whatsoever, both legal and equitable, “present and prospective, absolute and contingent, which “the party of the first part hereto now has, or owns, or “to which it is in any wise entitled, in and to any and all “lands and franchises in the State of Oregon, granted or “intended to be granted to the Oregon company by the “Acts of Congress aforesaid, and

“Also, all future right, title, interest, claim, property “and demand, which the party of the first part hereto, “may at any time hereafter have, own or acquire to any “lands lying and being anywhere in the State of Oregon, “or in any county thereof, by virtue of any further compliance with the requirements of such acts of Congress “by the party of the first part hereto. Together with “all and singular the hereditaments and appurtenances “thereunto belonging or in anywise appertaining.

“TO HAVE AND TO HOLD the said granted “lands, property and franchises, and every part and “parcel thereof unto said Milton S. Latham, Faxon D. “Atherton and William Norris, parties of the second “part hereto, and to their successors or successor and “assigns forever. In trust nevertheless, for the following “ing uses and purposes, and upon the following conditions and covenants, and for the mutual interests of the “party of the first part hereto, and the holders of said “eighteen thousand four hundred and fifty bonds so directed to be issued by the party of the first part hereto, “as aforesaid, and two thousand of the which bonds of “denomination of one thousand dollars each have already



“been issued, and other large amounts thereof are now  
“about to be issued.

“That is to say: The said parties of the second part  
“hereto, shall have and hold the whole of the lands and  
“franchises so granted, or intended to be granted by said  
“acts of Congress to said Oregon company, and herein  
“conveyed, and intended to be conveyed by the party of  
“the first part hereto, in trust, for the benefit of the  
“holders of said eighteen thousand four hundred and  
“fifty bonds, and for the sole and exclusive purpose of  
“creating from the proceeds thereof, when sold, as here-  
“inafter stated, a sinking fund for the redemption of  
“such bonds at their maturity; and for such purpose, the  
“said parties of the second part hereto, or their suc-  
“cessors or successor may, by and with the consent of  
“the party of the first part hereto, but not otherwise,  
“at any time before the maturing of the principal of  
“such bonds, sell and dispose of all or any part or por-  
“tion of the lands and franchises so granted as afore-  
“said, by such acts of Congress, and herein conveyed to  
“such person or persons, firm or firms, associations or  
“bodies corporate, and for such price, and upon such  
“terms as the party of the first part herein may by and  
“through its president, advise or agree to; and the pro-  
“ceeds of all such lands and franchises or right to such  
“lands shall, after deducting from such gross receipts  
“all charges, costs and expenses, legitimately or neces-  
“sarily incurred in making such disposition and sale,  
“shall from time to time as realized, be received by such  
“trustees, parties of the second part hereto, and shall be



“by them, their successors or successor, from time to  
“time, as the same are received, invested in United States  
“securities, unless the president of the party of the first  
“part hereto shall direct that such proceeds shall be in-  
“vested in other securities, in which event the same shall  
“be invested in such securities, as such president of the  
“party of the first part hereto may designate, which se-  
“curity, whether the same be United States, or other se-  
“curities shall create a sinking fund and as such fund  
“shall be held, managed and controlled by and with the  
“advice and under the direction of the president of the  
“party of the first part hereto by said trustees, parties  
“of the second part hereto, for the reduction and pay-  
“ment of the principal of the said eighteen thousand  
“four hundred and fifty bonds of the party of the first  
“part hereto at the maturity thereof, but no part of such  
“fund, either principal or interest, shall ever at any  
“time without the written consent of the party of the  
“first part hereto be used or applied in the payment of  
“any interest on such bonds, or in any other way or man-  
“ner diverted, but the same shall be held and husbanded  
“by such trustees in accordance with the directions of  
“the president of the party of the first part hereto, and  
“in such manner as shall be most likely to increase the  
“volume of such fund and advance the mutual interests  
“of the party of the first part hereto and its bondhold-  
“ers aforesaid;

“And in the event that the principal of such bonds  
“is not otherwise paid at the maturity thereof, then the  
“fund aforesaid, which shall have been accrued from the

“proceeds of the sales of said lands and interest thereon,  
“shall be, by such trustees,, parties of the second part,  
“their successors or successor, applied to the discharge  
“and payment of any and all amounts, both principal  
“and interest then remaining due and unpaid on all such  
“bonds; and in the event that such fund shall then be  
“insufficient to discharge the whole amount then due  
“on all such bonds, then the same shall be applied thereon  
“ratably, according to the interests respectfully of all  
“such bondholders.

“And it is further stipulated and agreed between  
“the parties hereto, that in the event that there remains  
“any deficiency in the payment of the principal and in-  
“terest due on said eighteen thousand four hundred and  
“fifty bonds, after the whole of such fund aforesaid shall  
“be applied thereon at the maturity thereof, then the  
“trustees, parties of the second part hereto, their suc-  
“cessors or successors, shall have full power and author-  
“ity to sell and convey any and all lands then remaining  
“undisposed of, which are included in the grant made  
“by the Acts of Congress aforesaid, and which are here-  
“by conveyed and intended to be conveyed, which lands  
“may be sold in whole or in part, as the trustees afore-  
“said may deem for the best interest of said bondholders,  
“but the same shall only be sold at public auction in  
“the City of Portland, in the State of Oregon, to the  
“highest bidder, and no such sale shall be made unless  
“notice of the time place thereof shall first be given by  
“publication for at least six weeks in a weekly newspa-  
“per of general circulation published in the City of Port-

“land, in the State of Oregon, and the proceeds of such  
“sale or sales shall be applied in like manner to the pay-  
“ment of any balance, either principal or interest, then  
“remaining unpaid on such bonds aforesaid, or any of  
“them.

“And upon the full payment and redemption of said  
“eighteen thousand four hundred and fifty bonds, prin-  
“cipal and interest, whether before or after maturity,  
“the trustees aforesaid, parties of the second part hereto,  
“their successors or successor, shall reconvey by good  
“and sufficient deed of conveyance to said Oregon and  
“California Railroad Company, party of the first part  
“hereto, its successors or successor or assigns, all its  
“right, title, interest, property and claim whatsoever,  
“which the said trustees, parties of the second part here-  
“to, their successors or successor may then have of, in  
“or to any of the lands or franchises hereby granted and  
“conveyed to the said parties of the second part hereto,  
“and shall also assign, set over, transfer and deliver to  
“the said party hereto, its successors or assigns, any and  
“all moneys, bonds, notes, or other securities then re-  
“maining in such sinking fund, and held by such trus-  
“tees for the use and purposes aforesaid, all of which  
“reconveyances and transfers shall be made without any  
“other or further consideration than the redemption of  
“all such bonds as aforesaid by the party of the first  
“part hereto, its successors or assigns.

“And it is mutually agreed by and between the par-  
“ties hereto, that the said trustees, or either, or any of  
“them, or the survivor of them, or any successor or suc-

“cessors in such office may resign or discharge themselves or himself of the trust created or declared by these presents, by notice in writing to the said company three months before such resignation shall take effect, or such shorter time as they may accept as adequate.

“And it is further agreed between the parties to this indenture that in the meantime, until the said lands hereby granted and conveyed are sold by such trustees, as hereinbefore provided for, it shall be lawful for the party of the first part hereto, and its successors, peaceably and quietly to have, hold, use, possess and enjoy the said lands, with the appurtenances, and to receive the incomes, rents, issues and profits thereof to its own use and benefit, without any hindrance or interruption, suit or disturbance whatsoever of or by the said parties of the second part, or their or his successor or successors in the trust, or in any other person whatever claiming, or to claim, the same by, from, or under them, or any of them.

“And the said party of the first part, its successors and all and every other person or persons whomsoever, lawfully or equitably claiming any estate, right, title, or interest of, in and to the hereinbefore granted premises, by, from, or under, or in trust, for it shall and will at any time or times hereafter, upon the reasonable request, and at the proper cost and charges in the law, of the said parties of the second part, or the survivor of them, or their or his successor or successors or assigns, make, do and execute, or cause to be made, done

“and executed, all and every such further and lawful  
“and reasonable acts, conveyances and assurances in the  
“law, for the better and more effectively vesting and  
“confirming the premises, lands and franchises, hereby  
“intended to be granted in and to the said parties of the  
“second part, as by the said parties of the second part,  
“or the survivor of them, their or his successor, or suc-  
“cessor, or the counsel learned in the law, shall be rea-  
“sonably devised, advised or required.

“And, also, that the said party of the first part and  
“its successors, the above granted, bargained, sold and  
“assigned premises, and every part and parcel thereof,  
“with the appurtenances thereof, unto the said parties  
“of the second part or the survivor of them, their or his  
“successor or successors, against the said party of the  
“first part and its successors, and against all and every  
“person or persons whomsoever claiming or to claim  
“the same by, through or under it shall and will war-  
“rant, and by these presents forever defend.

“In witness whereof, the said party of the first part  
“has caused its corporate seal to be affixed to these pres-  
“ents, and the same to be signed by its president and  
“secretary, by resolution of the board of directors there-  
“of, at the City of Portland, Multnomah County, State  
“of Oregon, this fifteenth day of April, in the year of  
“our Lord one thousand eight hundred and seventy.

“BEN HOLLIDAY,

“President of the Oregon and California  
Railroad Company.



(Seal)

“A. G. CUNNINGHAM,  
Secretary of the Oregon and California  
“Railroad Company.

“In presence of J. H. Mitchell and Geo. E. Cole.

“State of Oregon, County of Multnomah.

“Be it remembered that on this eighteenth day of  
“April, in the year of our Lord one thousand eight hun-  
“dred and seventy, before me, the undersigned, a notary  
“public in and for the County of Multnomah, and State  
“of Oregon, duly commissioned, sworn and fully quali-  
“fied, personally appeared the said Ben Holliday, presi-  
“dent of the Oregon and California Railroad Company,  
“and A. G. Cunningham, secretary of the Oregon and  
“California Railroad Company, whose names are sub-  
“scribed to the foregoing instrument as parties hereto,  
“personally known to me to be the individuals described  
“in and who executed the said instrument, and they sev-  
“erally acknowledged to me that he, the said Ben Hol-  
“liday, as president of the said Oregon and California  
“Railroad Company, and he, the said A. G. Cunning-  
“hame, as secretary of the said Oregon and California  
“Railroad Company, executed the same as for the act  
“and deed of the said Oregon and California Railroad  
“Company, freely and voluntarily, and for the uses and  
“purposes therein mentioned; and the said A. G. Cun-  
“ningham, being by me duly sworn, did depose and say,  
“that he is the secretary of the Oregon and California  
“Railroad Company, and resides at the City of Port-  
“land, Multnomah County, in the State of Oregon; that



“he is the legal custodian of and is acquainted with the  
“corporate seal of the said company; that the seal af-  
“fixed to the within trust deed is such corporate seal;  
“that the same was affixed by him as secretary of said  
“company, on the eighteenth day of April, A. D. one  
“thousand eight hundred and seventy, by order of the  
“board of directors of said company, and that he signed  
“his name as secretary to said trust deed by the like  
“order of said board of directors.

“In witness whereof, I have hereunto subscribed my  
“name and affixed my notarial seal the day and year  
“first above written.

“(Notarial Seal)      **GEO. W. MURRAY,**  
“Notary Public.

“(United States Revenue Stamp, 5 cents, canceled.)  
“State of Oregon, County of Multnomah.

“I, A. G. Cunningham, secretary of the Oregon and  
“California Railroad Company, do hereby certify, that  
“each of the eighteen thousand four hundred and fifty  
“bonds which this trust deed is given to secure, has  
“placed upon it the requisite U. S. internal revenue  
“stamps, as required by law; that such bonds in the  
“aggregate have placed thereon and all duly canceled,  
“U. S. internal revenue stamps to the amount of four-  
“teen thousand seven hundred and ninety-five dollars.

“**A. G. CUNNINGHAM,**  
“Secretary of the Oregon and California  
Railroad Company.

“(Seal. O. & C. R. R. Co.)

“(United States Revenue Stamp, 5 cents, canceled.)

“State of Oregon, Department of State.

“I, Samuel E. May, Secretary of the State of Oregon, do hereby certify that George W. Murray, whose name is subscribed to the foregoing and annexed certificate of acknowledgement to the foregoing deed of trust, was at the time of signing the same, to wit; on the eighteenth day of April, A. D. one thousand eight hundred and seventy, a duly commissioned, qualified and acting notary public in and for Multnomah County, in said State of Oregon, and that he was then by the laws of the State of Oregon duly authorized and empowered to take and certify, under his notarial seal, acknowledgments to deeds of conveyance and mortgages, and that his certificate thereto is in in due form of law, and that full faith and credit are due to his official acts as such.

“Witness my hand and the great seal of State at office in the City of Salem, State of Oregon, this nineteenth day of April, in the year of our Lord, one thousand eight hundred and seventy.

“SAMUEL E. MAY, Secretary of State.

“(Great Seal, State of Oregon.)

“(United States Revenue Stamp, 5 cents, Canceled.)

“Received for record April 18, 1870.

“State of Oregon, County of Multnomah, ss.

“I, James A. Smith, Clerk of the County Court of the County of Multnomah, and State of Oregon, do hereby certify that the foregoing copy of deed of trust

“has been by me compared with the original, and that  
“it is a correct transcript therefrom, and of the whole  
“of such original deed of trust as the same appears of  
“record at my office and in custody.

“In testimony whereof, I have hereunto set my hand  
“and affixed the seal of said court this twenty-eighth  
“day of November, A. D. 1877.

“JAMES A. SMITH, Clerk.

(Seal)

GOVERNMENT'S EXHIBIT NO. 126B.  
“RAILROAD MORTGAGE, OR DEED OF  
“TRUST. OREGON CENTRAL RAILROAD  
“COMPANY TO MILTON S. LATHAM  
“AND FAXON D. ATHERTON.

“THIS INDENTURE, made this fifteenth day  
“of July, in the year of our Lord one thousand eight  
“hundred and seventy-one, between the Oregon Central  
“Railroad Company, a body corporate, created by and  
“under the Acts of the Legislature of the State of Ore-  
“gon, in that behalf made and provided, party of the  
“first part, and Milton S. Latham and Faxon D. Ath-  
“erton, of the City and County of San Francisco, State  
“of California, parties of the second part, witnesseth:  
“Whereas, the said party of the first part is expressly  
“authorized and empowered in and by the Acts of the  
“Legislature of the State of Oregon, and the Act of  
“Congress of the United States, approved May fourth,

“one thousand eight hundred and seventy, and entitled  
“ ‘An Act granting lands to aid in the construction of  
“a railroad and telegraph line from Portland to As-  
“toria and McMinnville, in the State of Oregon,’ to  
“borrow money for the objects and purposes in said  
“Acts, and each of them specified, and for such au-  
“thorized objects and purposes, said party of the first  
“part is desirous of borrowing a sum not to exceed four  
“millions three hundred and ninety-five thousand dol-  
“lars, and of securing the payment of its corporate bonds  
“or obligations issued or negotiated therefor, by a mort-  
“gage or deed of trust to said parties of the second part  
“as trustees, as hereinafter set forth and provided.

“AND WHEREAS, under and pursuant to the  
“lawful authority conferred by said several Acts of the  
“Legislature of the State of Oregon, and of the Con-  
“gress of the United States aforesaid, the board of di-  
“rectors of the said party of the first part have unanim-  
“ously resolved in substance and legal effect, that said  
“ ‘Oregon Central Railroad Company,’ make, execute,  
“issue and deliver under its corporate seal, its corporate  
“bonds, bearing even date herewith, severally, payable  
“to the holder thereof, at the banking-house of Messrs.  
“Dabney, Morgan & Company, in the City of New  
“York, State of New York, on the fifteenth day of July,  
“one thousand eight hundred and ninety-one, with inter-  
“est from and after July fifteen, one thousand eight  
“hundred and seventy-one, at the rate of seven per  
“centum per annum, payable at the same bank semi-an-  
“nually, principal and interest, payable in gold coin as

“follows, that is to say: That twenty-nine hundred and  
“thirty (2930) of said bonds to be made or issued for  
“the sum of one thousand dollars each, and that twenty-  
“nine hundred and thirty (2930) of said bonds to be  
“made or issued for five hundred dollars each,  
“in all five thousand eight hundred and sixty  
“(5860) bonds, in the aggregate amounting to four mil-  
“lions three hundred and ninety-five thousand dollars,  
“and no more; and that for the purpose of a more spe-  
“cific indentification thereof, said five thousand eight  
“hundred and sixty (5860) bonds be numbered in a con-  
“secutive series from one to five thousand eight hun-  
“dred and sixty, both inclusive, commencing with those  
“of denomination of one thousand dollars, and num-  
“bering them from one to two thousand nine hundred  
“and thirty (2930), both inclusive; and secondly with  
“those of the denomination of five hundred dollars each,  
“and numbering them respectively from number two  
“thousand nine hundred and thirty-one, to number five  
“thousand eight hundred and sixty (5860), and that  
“upon the face of each bond be printed or engraved, a  
“certificate signed by the parties of the second part  
“hereto, to the effect that such bond is one of the five  
“thousand eight hundred and sixty bonds intended to be  
“secured by these presents.

“AND WHEREAS, said board of directors have  
“further unanimously resolved, under and pursuant to  
“lawful authority conferred upon said party of the first  
“part by the acts aforesaid, in substance and legal ef-  
“fect, that the president and secretary of said party of

“the first part, execute and acknowledge in its name, and  
“in its behalf, and under its corporate seal, and deliver  
“to said parties of the second part hereto, a mortgage  
“or deed of trust, conveying, assigning and transferring  
“to them in trust, all its corporate real and personal  
“property, roads, depots, stations, side-tracks, wood-  
“yards, franchises and effects, as security for the pay-  
“ment of said five thousand eight hundred and sixty  
“(5860) bonds, and the interest to grow due thereon,  
“and that such mortgage or deed of trust should contain  
“all and singular the covenants, provisoes and conditions  
“hereinafter set forth, and that said mortgage and deed  
“of trust, and the five thousand eight hundred and sixty  
“bonds thereby secured, be severally dated the fifteenth  
“day of July, one thousand eight hundred and seventy-  
“one.

“AND WHEREAS, the Congress of the United  
“States of America, did by an act approved May fourth,  
“in the year of our Lord one thousand eight hundred  
“and seventy, and entitled ‘An Act granting lands to  
“aid in the construction of a railroad and telegraph line  
“from Portland to Astoria and McMinnville, in the  
“State of Oregon,’ grant to the ‘Oregon Central Rail-  
“road Company,’ and to their successors and assigns,  
“the right of way to the public lands of the width of one  
“hundred feet on each side of said road, and the right to  
“take from the adjacent public lands the material for  
“constructing said road, also necessary lands for depots,  
“stations, side-tracks, and other needful uses in operat-  
“ing the road, not exceeding forty acres in any one



“place, and also each alternate section of the public  
“lands, not mineral, excepting coal and iron lands, des-  
“ignated by the odd numbers nearest said road to the  
“amount of ten such alternate sections per mile on each  
“side thereof, not otherwise disposed of, or reserved or  
“held by valid pre-emption or homestead right, at the  
“time of the passage of said Act, and in case the quantity  
“of ten full sections per mile could not be found on each  
“side of said road, within the limits of twenty miles,  
“other lands could be selected under the directions of the  
“Secretary of the Interior, on either side of any part of  
“said road nearest to and not more than twenty-five  
“miles from the track of said road to make up such de-  
“ficiency.

“AND WHEREAS, the said Oregon Central  
“Railroad Company, party of the first part here-  
“to, in and by the terms of the said Act of Con-  
“gress of the United States of America, approved May  
“fourth, one thousand eight hundred and seventy, is  
“required to appropriate and set apart by mortgage or  
“deed of trust, to two or more trustees, all the net pro-  
“ceeds of the sale of the said granted lands, as a sink-  
“ing fund, to be kept invested in the bonds of the United  
“States, or other safe and more productive securities for  
“the purchase from time to time, and the redemption at  
“maturity of the first mortgage construction bonds of  
“the company of the road, depots, stations, side-tracks  
“and wood-yards, not exceeding thirty thousand dol-  
“lars a mile of the railroad, payable in gold coin, not  
“longer than thirty years from date, with interest pay-

“able semi-annually in coin, not exceeding the rate of  
“seven per centum per annum; no part of the prin-  
“cipal or interest of said fund to be applied to any other  
“use, until said bonds shall have been purchased or re-  
“deemed or canceled, and each of the first mortgage con-  
“struction bonds to bear the certificate of the trustees  
“setting forth the manner in which the same is secured,  
“and its payment provides for.

“NOW, THEREFORE, THIS INDENTURE  
“WITNESSETH: That the said Oregon Central  
“Railroad Company, the party of the first part hereto,  
“under, pursuant to, and by virtue of the express power  
“and authority conferred upon, and vested in it by said  
“several Acts of the Legislature of the State of Ore-  
“gon, and of the Congress of the United States of  
“America aforesaid, and under and pursuant to reso-  
“lutions duly passed and adopted by its board of di-  
“rectors, and which are duly entered upon the official  
“minutes of said board, and for and in consideration  
“of the foregoing premises, and especially for the pur-  
“pose, and with the intent of better and more effectually  
“securing the payment of said five thousand eight hun-  
“dred and sixty bonds, with the interest due and to grow  
“due thereon, and for and in consideration of one dollar  
“and other moneys, lawful money of the United States  
“of America, by the said parties of the second part hereto  
“in hand fully and truly paid to the said party of the first  
“part hereto, before ensealing and delivering of these  
“presents, the receipt whereof is hereby acknowledged,  
“hath granted, bargained, sold, assigned, transferred

“and set over, enfeoffed, conveyed and confirmed, and by  
“these presents, doth grant, bargain, sell, assign, trans-  
“fer and set over, enfeoff, convey and confirm to the  
“said Milton S. Latham and Faxon D. Atherton, the  
“said parties of the second part, as trustees and in trust,  
“and to the survivor of them and to their or his suc-  
“cessors or successor, all and singular, the railroad of  
“the said party of the first part heretofore constructed  
“or hereafter to be constructed from Portland to As-  
“toria, and from a suitable point of junction near Forest  
“Grove to the Yamhill River near McMinnville, in the  
“State of Oregon, in all a distance of one hundred and  
“forty-six and one-half miles, thirty thousand dollars of  
“said bonds being used to each mile thereof, together with  
“all its lands, tenements and hereditaments acquired  
“and appropriated, or which shall hereafter be acquired  
“and appropriated for the purpose of a right of way  
“for its railroad, and all the appurtenances thereunto be-  
“longing. And also all its lands, acquired and appropri-  
“ated, or which shall hereafter be acquired and appro-  
“priated under and pursuant to the provisions of the  
“Act of Congress of the United States of America, ap-  
“proved May fourth, 1870, and entitled ‘An Act grant-  
“ing lands to aid in the construction of a railroad and  
“telegraph line from Portland to Astoria and Mc-  
“Minnville in the State of Oregon,’ and also its de-  
“pots, engine houses, car-houses, station-houses, ware-  
“houses, machine-shops, work-shops, superstructures,  
“erections and fixtures, and also all and singular the  
“franchises, rights and privileges now owned, possessed  
“or acquired, or which shall hereafter be owned, pos-

“sessed or acquired by said party of the first part, and  
“all lands, tenements, hereditaments and real estate ac-  
“quired and appropriated wheresoever, and whatsoever,  
“or now owned by said party of the first part, or which  
“shall hereafter be owned by it, and also, all and singu-  
“lar the locomotives, tenders, passenger cars, freight  
“cars, and all other cars, carriages, tools, machinery and  
“equipments for said railroad, and now owned or which  
“shall hereafter be owned or acquired by said party of  
“the first part, and also all goods and chattels now owned  
“or which shall hereafter be owned by said party of the  
“first part, and in any way relating or appertaining or  
“belonging to, or connected with said railroad, or run-  
“ning or operating the same, together with all rents, is-  
“sues, income, profits, moneys, rights, benefits, and ad-  
“vantages derived, or to be derived, had or received there-  
“from by said party of the first part, in any way what-  
“soever.

“To have and to hold, all and singular, the premises,  
“rights, franchises, property, real and personal, here-  
“inbefore, and hereby assigned, mortgaged, pledged and  
“conveyed, or intended so to be, and every part and par-  
“cel thereof, with all the appurtenances under the same  
“belonging, or in anywise appertaining unto them the  
“said Milton S. Latham and Faxon D. Atherton, the  
“said parties of the second part hereto, and to the sur-  
“vivor of them and to their or his successors or successor,  
“and to their, and his assigns in trust for the person or  
“persons, firm or firms, bodies politic or corporate, who  
“have heretofore, or who shall hereafter at any time be-

“come the purchasers or holders or owners of any or  
“either of said five thousand eight hundred and sixty  
“bonds, amounting in the aggregate to four millions  
“three hundred and ninety-five thousand dollars, to-wit:  
“\$30,000 per mile on said railroad, and no more, sub-  
“ject to the terms, provisos and stipulations in said  
“five thousand eight hundred and sixty bonds con-  
“tained and subject also to the provisions of an Act of  
“Congress of the United States of America, affecting or  
“relating to, or binding upon the party of the first part,  
“and also subject to the possession and management of  
“said railroad, and property of said party of the first  
“part, and its successors or assigns, so long as no de-  
“fault shall be made in the payment of either the inter-  
“est or principal of said five thousand eight hundred  
“and sixty bonds, or in, or to either of them, and so  
“long as the party of the first part shall well and truly  
“observe, keep and perform all and singular, the cove-  
“nants, agreements, conditions and stipulations in said  
“five thousand eight hundred and sixty bonds, and in  
“this indenture contained and set forth, and which are  
“to be observed, kept and performed, by, and on the  
“part of the said party of the first part.

“And the said Oregon Central Railroad Company,  
“the party of the first part, hath covenanted and agreed,  
“and by these presents doth, for itself, its successors and  
“assigns, covenant and agree with the parties of the  
“second part, hereto, and the survivor and survivors of  
“them and their, and his successors and assigns in man-  
“ner and form following, that is to say:



“First. That said Oregon Central Railroad Company, the party of the first part, and its successors, shall and will pay or cause to be paid all taxes, charges, rates, levies and assessments imposed, assessed, or levied, or which shall hereafter be imposed, assessed, or levied upon the premises, franchises and property hereby mortgaged, conveyed and assigned, or intended so to be, and shall and will, at its own proper cost, expense and charges, do or cause to be done, all acts and things necessary and proper to be done or performed, in order to preserve and keep valid and intact, the lien or incumbrance upon all and singular the aforesaid premises, property and franchises, hereby created, or intended so to be. And further, that the lien or incumbrance created by the execution and delivery of this indenture, constitutes, and is, in fact, the first valid lien and incumbrance on the premises, property and franchises therein described.

“Second. That said Oregon Central Railroad Company, the party of the first part, and its successors shall and will, at any time or times hereafter, and from time to time, execute, acknowledge and deliver, under its corporate seal, to the said parties of the second part, and the survivors or survivor of them and their and his successors or successor, such other and further assurances, deeds, mortgages, obligations, transfers, indenture and instruments in writing, and shall and will do and perform all such further or other acts or things, as shall or may be proper or necessary, or as their or his counsel, learned in the law, shall deem



“necessary, proper or expedient for the better or more  
“effectually securing the payments of said five thous-  
“and eight hundred and sixty bonds, and the interest  
“due or to grow due thereon, or for carrying into effect  
“the true intent, design, objects and purposes of these  
“presents, or making, preserving, continuing and keep-  
“ing valid and effectual, the lien and incumbrance creat-  
“ed, or intended to be created by the execution, delivery  
“and recording of this indenture, upon all the property,  
“real and personal, rolling stock, equipments, franchis-  
“es and effects, and especially the lands referred to in  
“and by the said Act of Congress, approved May 4,  
“1870, now owned, possessed or acquired or which shall  
“hereafter be owned, possessed or acquired by said party  
“of the first part.

“Thirdly. And for the purpose of fully and more  
“effectually securing the payment of the said five thou-  
“sand eight hundred and sixty bonds, together with the  
“interest due or to grow due thereon, the said Oregon  
“Central Railroad Company, the party of the first part  
“hereto, for itself and its successors, hath pledged, and  
“hereby doth irrevocably pledge for the purposes and  
“objects hereinbefore specified, to and with the said  
“parties of the second part, and the survivors and sur-  
“vivor of them, their and his successors and successor, all  
“and singular, the net proceeds of the sales of the lands  
“granted to the party of the first part, by the Act of  
“Congress, approved May fourth, one thousand eight  
“hundred and seventy, hereinbefore mentioned, as a  
“sinking fund, to be kept invested by the parties of the

“second part, in the bonds of the United States, or other  
“safe and more productive securities for the purchase,  
“from time to time, and the redemption, at maturity, of  
“the first mortgage construction bonds, of the party of  
“the first part, hereinbefore particularly described, and  
“no part of the principal or interest of the said fund  
“shall be applied to any other use, until all the said bonds  
“shall have been purchased or redeemed and canceled.

“And in the event that the principal of said first  
“mortgage constructions bonds is not otherwise paid at  
“the maturity thereof, then the fund aforesaid, which  
“shall then have accrued from the proceeds of the sales  
“of said lands, and interest thereon, shall be by said  
“trustees, parties of the second part, or the survivor of  
“them, their or his successors, or successor, applied to  
“the discharge and payment of any and all amounts,  
“both principal and interest, then remaining due and  
“unpaid on all such bonds, and if such funds shall then  
“be insufficient to discharge the whole amount then due  
“on all such bonds, the same shall then be applied ratably  
“thereon, according to the interests, respectively, of all  
“such bondholders.

“And it is further stipulated and agreed between  
“the parties hereto, that if there remains any deficit in  
“the payment of the principal and interest due on said  
“five thousand eight hundred and sixty bonds, after the  
“whole of the fund aforesaid shall be applied thereon,  
“after maturity thereof, then the trustees, parties of the  
“second part hereto, their successors or successor, shall

“have full power and authority to sell and convey any  
“and all lands then remaining undisposed of, which are  
“included in the grant made by the act of Congress,  
“aforesaid, and which are hereby conveyed and intended  
“to be conveyed, in whole or on part, as the said trustees  
“may deem best for the interests of said bondholders,  
“and as may be prescribed or limited by any act of Con-  
“gress in force at the time of such sale; and if there shall  
“be no such prescription and limitation by law, then  
“said lands shall only be sold at public auction, in the  
“City of Portland, in the State of Oregon, to the high-  
“est bidder; and no such sale shall be made, unless notice  
“of the time and place thereof shall first be given, by  
“publication, for at least six weeks, in a weekly news-  
“paper, of general circulation, published in the City of  
“Portland, State aforesaid, and the proceeds of such  
“sale or sales, shall be applied in like manner to the pay-  
“ment of any balance, either principal or interest, then  
“remaining unpaid on such bonds aforesaid, or any of  
“them.

“And, it is hereby expressly covenanted, agreed and  
“understood by and between the parties to these pres-  
“ents: that, notwithstanding the execution and delivery  
“of these presents, and of the covenants herein contained,  
“the said Oregon Central Railroad Company, the party  
“of the first part hereto, shall have the right at any time  
“after the execution of these presents, to make sales of  
“all and singular, the lands granted to said company by  
“act of Congress of the United States, approved May  
“fourth, one thousand eight hundred and seventy, afore-

“said, in the manner and mode prescribed therefor by  
“law, and that the parties of the second part, shall, and  
“will at any time after the delivery to them of this in-  
“denture, upon the request of the party of the first part,  
“and upon the receipt by the parties of the second part,  
“from the party of the first part, of the price or con-  
“sideration for said lands, provided in and by said act  
“of Congress aforesaid, make, execute and deliver such  
“releases, discharges and assurances in respect to the  
“lands for which they shall have received the considera-  
“tion provided by law, as the party of the first part, or  
“its counsel, learned in the law, may require, for the pur-  
“pose of making good and sufficient title to said granted  
“lands so sold, to any and all purchasers thereof, clear  
“and free from all lien or incumbrances created by these  
“presents, and all net proceeds from the sales of all or  
“any of the lands granted or intended to be granted by  
“said act of Congress, shall be received and held jointly  
“by the parties of the second part, and the president of  
“the party of the first part, and shall be held subject to  
“their control, and shall be immediately and as soon as  
“practicable, after the same are received, invested by  
“said parties of the second part, by and with the con-  
“sent of the president of the party of the first part, in  
“United States bonds, or other more productive securi-  
“ties, which securities shall be under the control of the  
“parties of the second part, and the said president of  
“the party of the first part, and shall be used solely in  
“the purchase, from time to time, and the redemption  
“at maturity, of said five thousand eight hundred and

“sixty bonds; and, it is expressly understood and agreed,  
“that the lien created by this indenture on said lands,  
“granted by said act of Congress, shall, upon the sale  
“of any portion of said lands, as aforesaid, and the pay-  
“ment of the purchase price thereof to the said parties  
“of the second part cease, so far as the same relates to  
“the portion of the lands so sold. The said parties of  
“the second part shall not have the right to make sale  
“of any of said lands, without the consent of the party  
“of the first part.

“Fourthly. That the said Oregon Central Railroad  
“Company, the party of the first part hereto, shall and  
“will, well and truly, pay the said sums of money in said  
“five thousand eight hundred and sixty bonds men-  
“tioned, together with the semi-annual interest due, or  
“to become due thereon, at the rate of seven per cent per  
“annum, at the times, in the manner, and at the place  
“specified therein; and further, said Oregon Central  
“Railroad Company, hereby covenants and agrees, that  
“in case it shall have for the space of thirty days, made  
“default, in the payment of the semi-annual interest due,  
“or to become due, or either or any of the said five  
“thousand eight hundred and sixty bonds, or in case it  
“shall fail to appropriate and set apart in the hands of  
“the said parties of the second part, all and singular, the  
“net proceeds of the sales of the said lands, granted to  
“the party of the first part, by the Act of Congress of  
“the United States as aforesaid, as, and for a sinking  
“fund for, and to be applied in payment or redemption  
“of said five thousand eight hundred and sixty bonds



“in the manner hereinbefore and in said Act of Congress specified, then and in either of said cases, after the lapse of said thirty days, the whole principal sum mentioned in each and all of said five thousand eight hundred and sixty bonds, shall forthwith be and become due and payable, and the lien or incumbrance hereby created, for the security and payment thereof, may be at once enforced, anything in said bonds, or in this indenture, to the contrary, notwithstanding, and that it shall and may be lawful, and the said parties of the second part, and the survivors and survivor of them, and their and his successors or successor, are hereby expressly authorized and empowered, upon the request, in writing, of any two or more holders of any of said five thousand eight hundred and sixty bonds, to enter into and upon, and to take actual possession of, all and singular, the railroad premises, franchises, rights, property, real and personal, and effects hereby granted, conveyed, assigned, mortgaged, pledged, transferred and set over, or intended so to be, as a security for the payment of said five thousand eight hundred and sixty bonds, and by themselves, or their agents, to take, collect and receive, the tools, earnings, income and profits thereof, and every part thereof, or to be derived therefrom, and that they, said parties of the second part, and the survivors and survivor of them, and their and his successors and successor, shall and may proceed, and are hereby expressly authorized and empowered thereupon, but within such reasonable time as they may deem proper, not less than sixty days, and



“upon and after public notice by advertisement for at  
“least six weeks in one or more newspapers published  
“in the cities of New York, State of New York, and  
“San Francisco, State of California, and Portland,  
“State of Oregon, to proceed and sell at public auction  
“in said City of Portland, to the highest bidder, as well  
“all and singular, the said railroad rights and franchises,  
“as all other, the property, real and personal, and prem-  
“ises hereby granted, conveyed, assigned, mortgaged,  
“pledged, transferred and set over, or intended so to be,  
“and all benefit and equity of redemption whatsoever of  
“the said Oregon Central Railroad Company, the said  
“party of the first part hereto, of, in and to the same,  
“and every part and parcel thereof, together with the  
“benefit of the franchises belonging to, or connected  
“therewith. And as the attorney or attorneys of the  
“said Oregon Central Railroad Company, the said party  
“of the first part hereto, for that purpose, by these  
“presents, duly appointed and constituted, the said par-  
“ties of the second part, and the survivors and survivor  
“of them, and their, and his successors and successor,  
“shall have full power and authority to make, execute  
“and deliver to the purchaser or purchasers thereof, a  
“good, valid and sufficient deed or deeds, conveyance or  
“conveyances, assignment or transfer, in fee-simple or  
“otherwise, of said railroad, lands, tenements and real  
“estate, and all and singular, the said personal or other  
“property, rights and premises hereby granted, assigned,  
“transferred or conveyed as aforesaid, which sale so to  
“be made as aforesaid, and which deeds, conveyances, as-

“signments and transfers, so to be made and delivered as  
“aforesaid, shall operate to convey, assign, transfer and  
“vest in said purchaser or purchasers, all the right, title,  
“interest and estate whatsoever, reversionary or other-  
“wise of the said Oregon Central Railroad Company, the  
“party of the first part, of, in and to the premises so  
“sold, conveyed, assigned or transferred, and which said  
“sale so to be made, shall be a complete and perpetual  
“bar, both at law and in equity, against the said Oregon  
“Central Railroad Company, the party of the first part,  
“its successors and assigns, and all persons or parties  
“claiming by, from, or under it, or them in anywise or  
“manner whatsoever, and that out of the moneys or pro-  
“ceeds arising either from said tolls, earnings or receipts  
“of said railroad or premises, or at or from said sale so  
“to be made as aforesaid, after first deducting the ex-  
“penses, disbursements, costs, charges and counsel fees  
“incurred in and about the conducting of said sale, or  
“running and operating said railroad, that they, the said  
“parties of the second part, and the survivors and sur-  
“vivor of them, their and his successors or successor shall  
“pay five thousand eight hundred and sixty bonds, or so  
“many as shall then be outstanding and unpaid, together  
“with all arrears of interest then due or owing upon the  
“same, rendering or paying over the surplus of all such  
“moneys, if any there shall be, to the said party of the  
“first part, hereto, its successors or assigns.

“THIS INDENTURE further witnesses, that  
“these presents are upon the express condition, that upon  
“payment in full of said five thousand eight hundred and

“sixty bonds, and the interest due thereon, then these  
“presents and the estate hereby granted shall cease, and  
“be void, and the Oregon Central Railroad Company,  
“the party of the first part, shall be immediately and  
“fully reinvested with the said premises hereby granted,  
“in law and in fact, without any entry or other act what-  
“ever, and that until default shall be made by the said  
“party of the first part hereto, either in payment of said  
“five thousand eight hundred and sixty bonds, or in pay-  
“ment of the interest due or to grow due thereon as  
“aforesaid, or in appropriating and setting apart in the  
“hands of the parties of the second part, their successors  
“or successor, all and singular, the net proceeds of the  
“sales of said lands, granted by the Act of Congress  
“aforesaid, as a sinking fund, to be kept invested in  
“bonds of the United States, or other safe and more pro-  
“ductive securities, for the purchase from time to time,  
“and the redemption at maturity, of the first mortgage  
“constructions bonds of the company hereinbefore men-  
“tioned and described; or in keeping and observing any  
“of the covenants and agreements hereinbefore con-  
“tained, the said Oregon Central Railroad Company, the  
“party of the first part, and its successors and assigns  
“shall remain in the quiet and peaceable possession and  
“enjoyment of the said premises and property hereby  
“granted or conveyed, or intended so to be, as aforesaid.

“THIS INDENTURE further witnesseth, and it  
“is hereby expressly agreed, that in the case of the death,  
“resignation, incapacity or inability of any or either of  
“the parties of the second part to act in the execution of

“any of the trusts aforesaid, then it shall and may be lawful, and the remaining acting, surviving or competent trustee or trustees, and the president for the time being, of the said party of the first part, are hereby empowered to select and appoint by an instrument in writing, under their hands and seals, which shall be recorded in the same offices where this indenture shall be recorded, one or more competent persons to fill the vacancy or vacancies so created, in the manner aforesaid, and that such person or persons so appointed trustee or trustees shall have and possess, and be vested with the same rights and powers as trustee or trustees as he or they would have had and possessed or been vested with, had he or they been originally made a party or parties of the second part to this indenture, and shall perform the same duties in all respects, and until such appointment shall be so made, in the manner aforesaid, and notwithstanding any vacancy or vacancies as aforesaid, said remaining surviving, acting or competent trustee or trustees shall have full power and authority to execute each and all the trusts hereby created, and their and his acts in the premises shall be as legal, valid and effectual in all respects, and to all intents and purposes, as if the same acts had been done and performed by all the parties hereto of the second part; and in case said appointment shall be made in the manner aforesaid, said party of the first part hereby covenants to make, execute and deliver all such other or further instruments, deeds, indentures or assurances as may be necessary to enable the person or persons so appointed,

“to execute the trusts hereby created and declared, as  
“fully and perfectly, in all respects, as he or they could  
“have executed the same, if originally made a party or  
“parties of the second part to this indenture.

“In witness whereof, the said Oregon Central Rail-  
“road Company, the party of the first part hereto, hath  
“caused these presents to be subscribed by its president,  
“and attested by its secretary, and hath, under the ex-  
“press authority of the resolutions of its board of direc-  
“tors, caused its corporate seal to be hereunto affixed;  
“and the parties hereto of the second part, for the pur-  
“pose of signifying their acceptance of the trusts hereby  
“and herein created, have hereunto subscribed their  
“names and affixed their respective seals:

“All done the day and year first above written.

(Signed)

BEN HOLLADAY.

President of the Oregon Central Railroad  
Company.

“Corporate seal.)

R. H. TOWLER,

Secretary of the Oregon Central Railroad  
Company.

MILTON S. LATHAM, Seal.) Trustees.

F. D. ATHERTON, Seal.)

“Sealed and delivered in the presence of: A. G.  
“Cunningham, E. A. Cunningham.



“State of Oregon, County of Multnomah, ss.

“Be it remembered, that on this fifteenth day of  
“July, A. D. one thousand eight hundred and seventy-  
“one, before me the undersigned, a notary public in and  
“for the said county of Multnomah and State of Ore-  
“gon, duly commissioned and qualified, personally came  
“Ben Holladay, president of the Oregon Central Rail-  
“road Company, and R. H. Towler, secretary of the  
“Oregon Central Railroad Company, whose names are  
“subscribed to the forgoing mortgage or deed of trust,  
“as parties thereto and as the president and secretary of  
“said Oregon Central Railroad Company, both person-  
“ally known to me to be the individuals named and de-  
“scribed in, and who executed the said mortgage or deed  
“of trust, and they severally acknowledged to me that  
“he, the said Ben Holladay, as president of the said  
“Oregon Central Railroad Company, and he, the said  
“R. H. Towler, as secretary of the said Oregon Central  
“Railroad Company, executed the foregoing mortgage  
“or deed of trust, as and for the act and deed of the said  
“Oregon Central Railroad Company, freely and volun-  
“tarily and for the uses and purposes therein mentioned;  
“and he, the said R. H. Towler, being by me duly sworn,  
“did depose and say that he is the secretary of the said  
“Oregon Central Railroad Company, and resides in the  
“City of Portland, Multnomah County, in the State of  
“Oregon; that he is the legal custodian of, and has in his  
“possession, and is acquainted with the corporate seal of  
“the said Oregon Central Railroad Company; that the  
“seal affixed to the within and foregoing mortgage or



“deed of trust is such corporate seal; that the same was  
 “so affixed by him, as secretary of said company, on the  
 “fifteenth day of July, A. D. one thousand eight hun-  
 “dred and seventy-one, by order of the board of directors  
 “of said company, and that he sign his name as secretary  
 “thereto by the like order of the said board of directors.

“In witness whereof, I have hereunto subscribed my  
 “name, and affixed my notarial seal, the day and year  
 “first above written, at the city of Portland, Multno-  
 “mah County, State of Oregon.

(Signed)

ANDREW J. MOSES,

Notary Public in and for the  
 County of Multnomah, State

“(Notarial Seal.) of Oregon.

“(5 cent U. S. Revenue Stamp canceled.)

“State of Oregon, County of Multnomah, ss.

“I, R. H. Towler, secretary of the Oregon Central  
 “Railroad Company, do hereby certify that each of the  
 “five thousand eight hundred and sixty bonds which  
 “this mortgage or trust deed is given to secure, has placed  
 “upon it the requisite United States internal revenue  
 “stamps as required by law: That such bonds, in the  
 “aggregate, have placed thereon, and all duly canceled,  
 “United States internal revenue stamps to the amount  
 “of four thousand three hundred and ninety-five dol-  
 “lars.

“Witness my hand and the seal of said company.

“(Corporate Seal.) (Signed) R. H. TOWLER,  
Secretary of the Oregon Central Railroad Company.

“(5 cents U. S. Revenue Stamp Canceled.)

“State of Oregon, Department of State, ss.

“I, S. F. Chadwick, Secretary of State of the State  
“of Oregon, do hereby certify that Andrew J. Moses,  
“whose name is subscribed to the foregoing and annexed  
“certificate of acknowledgment to said mortgage or  
“deed of trust, was at the time of taking such acknowl-  
“edgment and signing such certificate, to-wit: on the  
“fifteenth day of July, A. D. one thousand eight hun-  
“dred and seventy-one, a duly commissioned, qualified  
“and acting notary public in and for the County of Mult-  
“nomah and State of Oregon, and that he then was, by  
“the laws of the State of Oregon, duly authorized and  
“empowered to take and certify under his notarial seal,  
“acknowledgments of deeds of conveyance and mort-  
“gages and deeds of trust, and his signature to such cer-  
“tificate is genuine, also his notarial seal, and that full  
“faith and credit are due to his official acts as such.

“Witness my hand and the great seal of the State,  
“at my office in the City of Salem, State of Oregon, this  
“fifteenth day of July, A. D. one thousand eight hun-  
“dred and seventy-one.

“Great Seal, State of Oregon.

(Signed)

S. F. CHADWICK,

Secretary of State  
of Oregon.

“(United States Revenue Stamp. 5 cents, canceled.)

“United States of America, State of California, City and  
“County of San Francisco, ss.

“I, F. J. Thibault, a commissioner for the State of  
“Oregon, duly commissioned and qualified under and  
“by virtue of the laws thereof, residing in the City and  
“County of San Francisco, and State of California, do  
“certify that on the fifteenth day of August, A. D. one  
“thousand eight hundred and seventy-one, before me  
“personally appeared Milton S. Latham and Faxon D.  
“Atherton, trustees personally known to me to be the  
“individuals described in and who executed the foregoing  
“instrument. And they, the said Faxon D. Atherton  
“and Milton S. Latham, duly acknowledged to me that  
“they executed the said instrument freely and voluntarily  
“as such trustees for the uses and purposes therein men-  
“tioned, and that the same was their free act and deed.

“In witness whereof I have hereunto set my hand  
“and affixed my official seal as such commissioner at  
“my office in the City and County of San Francisco,  
“and State of California, this fifteenth day of August,  
“A. D. one thousand eight hundred and seventy-one.  
“(Commissioner’s Seal.)

(Signed)

F. J. THIBAULT,

Commissioner for Oregon

In California.

“Received for Record October 14, 1871.

“State of Oregon, County of Multnomah, ss.

“I, James A. Smith, county clerk and clerk of the  
“County Court of the County of Multnomah, and State  
“of Oregon, do hereby certify that the foregoing copy  
“of mortgage has been by me compared with the original,  
“and that it is a correct transcript therefrom, and of the  
“whole of such original mortgage, as the same appears  
“of record at my office and in my custody.

“In testimony whereof I have hereunto set my hand  
and affixed the seal of said court this twenty-second day  
“of November, A. D. 1877.

“(Seal. JAMES A. SMITH, Clerk.”

GOVERNMENT'S EXHIBIT NO. 126—C

“SECOND MORTGAGE TO SECURE \$300,000.  
Oregon Central Railroad Company to W. D. Shipman  
and S. L. M. Barlow.

“THIS INDENTURE, made this first day of  
“March, in the year of our Lord one thousand eight  
“hundred and seventy-six, between the Oregon Central  
“Railroad Company, a body corporate, created by and  
“under the Acts of the Legislature of the State of Ore-  
“gon, in that behalf made and provided, party of the  
“first part, and William D. Shipman and Samuel L. M.  
“Barlow, of the City and County of New York, in the  
“State of New York, parties of the second part, wit-  
“neseth: Whereas, the said party of the first part is  
“expressly authorized and empowered, in and by the

“Acts of the Legislature of the State of Oregon, and  
“the Acts of Congress of the United States, approved  
“May fourth, one thousand eight hundred and seventy,  
“and entitled ‘An Act granting lands to aid in the con-  
“struction of a railroad and telegraph line, from Port-  
“land to Astoria and McMinnville, in the State of  
“Oregon,’ to issue bonds, and to secure payment of the  
“same by a mortgage or deed of trust, as hereinafter set  
“forth and provided; and whereas, under and pursuant  
“to the lawful authority conferred by said several Acts  
“of the Legislature of the State of Oregon, and of the  
“Congress of the United States aforesaid, the board  
“of directors of the said party of the first part, have  
“unanimously resolved, in substance and legal effect,  
“that said Oregon “Central Railroad Company, make,  
“execute, issue and deliver, under its corporate seal, its  
“corporate bonds, bearing date even herewith, severally  
“payable to the holders thereof at the banking-house of  
“Messieurs Rutten & Bonn, in the City of New York,  
“State of New York, on the first day of March, one  
“thousand nine hundred and six, with interest from and  
“after the first day of March, one thousand eight hun-  
“dred and seventy-six, at the rate of seven per centum  
“per annum, payable at the same bank semi-annually,  
“principal and interest payable in gold coin as follows:  
“That is to say, that three hundred of said bonds be  
“made or issued for the sum of one thousand dollars  
“each, amounting in the aggregate to three hundred  
“thousand dollars, and no more, and that for the pur-  
“pose of a more specific identification thereof, said

“three hundred bonds to be numbered in a consecutive  
“series from one to three hundred, both inclusive, and  
“that upon the face of each bond be printed or engraved,  
“a certificate, to be signed by the parties of the second  
“part hereto, to the effect that such bond is one of the  
“three hundred bonds intended to be secured by these  
“presents. And whereas, said board of directors have  
“further unanimously resolved, under and pursuant to  
“lawful authority conferred upon said party of the first  
“part by the Acts aforesaid, in substance and legal  
“effect, that the president and secretary of said party  
“of the first part, execute and acknowledge in its name  
“and in its behalf, and under its corporate seal, and de-  
“liver to said parties of the second part hereto, a mort-  
“gage or deed of trust, granting, conveying, assigning  
“and transferring to them in trust, all its corporate, real  
“and personal property, road, depots, stations, side-  
“tracks, wood-yards, franchises, and effects, as security  
“for the payment of said three hundred bonds, and in-  
“terest to grow due thereon; and that such mortgage  
“or deed of trust, should contain all and singular, the  
“covenants, provisos, and conditions, hereinafter set  
“forth; and that said mortgage or deed of trust, and  
“the three hundred bonds thereby secured, be severally  
“dated the first day of March, one thousand eight hun-  
“dred and seventy-six.

“AND WHEREAS, the Congress of the United  
“States of America did, by an Act approved May  
“fourth, in the year of our Lord one thousand eight  
“hundred and seventy, and entitled ‘An Act granting



“lands to aid in the construction of a railroad and tele-  
“graph line from Portland to Astoria and McMinn-  
“ville, in the State of Oregon,’ grant to the Oregon  
“Central Railroad Company, and to their successors and  
“assigns, the right of way through the public lands of  
“the width of one hundred feet on each side of said  
“road, and the right to take from the adjacent public  
“lands the material for constructing said road, also nec-  
“essary lands for depots, stations, side-tracks, and other  
“needful uses in operating said road, not exceeding forty  
“acres in any one place, and also each alternate section  
“of the public lands, not mineral, excepting coal and  
“iron lands, designated by the odd numbers nearest said  
“road to the amount of ten such alternate sections per  
“mile on each side thereof, not otherwise disposed of, or  
“reserved or held by valid pre-emption or homestead  
“right at the time of the passage of said Act; and in  
“case the granting of ten full sections per mile could not  
“be found on each side of said road within said limits  
“of twenty miles, other lands could be selected under  
“the directions of the Secreary of the Interior, on either  
“side of said road nearest to and not more than twenty-  
“five miles from the track of said road, to make up such  
“deficiency.

“AND WHEREAS, the said Oregon Central Rail-  
“road Company, party of the first part hereto, in and  
“by the said Act of Congress of the United States of  
“America, approved May fourth, in the year one thou-  
“sand eight hundred and seventy, is required to set apart,  
“by mortgage or deed of trust to two or more trustees,

“all the net proceeds of the sales of the said granted  
“lands as a sinking fund to be kept invested in the bonds  
“of the United States, or other safe and more produc-  
“tive securities, for the purchase from time to time and  
“the redemption at maturity of the first mortgage con-  
“struction bonds of the company, on the road, depots,  
“stations, side-tracks, and wood-yards, not exceeding  
“thirty thousand dollars a mile of the railroad, payable  
“in gold coin, not longer than thirty years from date,  
“with interest payable semi-annually in coin, not ex-  
“ceeding seven per centum per annum, no part of the  
“principal or interest of said fund to be applied to any  
“other use, until all said bonds shall have been pur-  
“chased, or redeemed, or canceled, and each of the said  
“mortgage construction bonds to bear the certificate of  
“the trustees, setting forth the manner in which the same  
“is secured, and its payments provided for.

“AND WHEREAS, the said Oregon Central Rail-  
“road Company, party of the first part, has hereto-  
“fore issued its bonds amounting in the aggregate to  
“four millions three hundred thousand dollars, and as  
“security for the payment thereof has executed a mort-  
“gage or deed of trust of all the property conveyed or  
“intended to be conveyed by this indenture to Milton  
“S. Latham and Faxon D. Atherton, as trustees, which  
“mortgage or deed of trust is dated the fifteenth day  
“of July, one thousand eight hundred and seventy-one,  
“and is duly recorded in the record mortgages of Mult-  
“nomah, Washington and Yamhill counties, in the State  
“of Oregon, all of which bonds are now pledged to Milton

“S. Latham, of San Francisco, in the State of California, in trust for certain creditors of this company, as security for a loan of one million dollars, gold, and accrued interest.

“Now, therefore, this indenture witnesseth that the said Oregon Central Railroad Company, the party of the first part hereto, under, pursuant to, and by virtue of the express power and authority conferred upon and vested in it by said several Acts of the Legislature of the State of Oregon, and of the Congress of the United States of America, aforesaid, and under and pursuant to resolutions duly passed and adopted by its board of directors, and which are duly entered upon the official minutes of said board, and for and in consideration of the foregoing premises, and especially for the purpose and with the intent of better and more effectually securing the payment of said three hundred bonds, with interest due and to grow due thereon, and for and in consideration of one dollar, lawful money of the United States of America, by the said parties of the second part hereto, in hand fully and truly paid to the said party of the first part hereto, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged: Hath granted, bargained, sold, assigned, transferred and set over, enfeoffed, conveyed, and confirmed, and by these presents doth grant, bargain, sell, assign, transfer and set over, enfeoff, convey and confirm, to the said William D. Shipman and Samuel L. M. Barlow, the said parties of the second part, as trustees, and in trust, and to the survivor of them,

“and to their or his successors or successor, all and singular, the railroad of the said party of the first part, heretofore constructed or hereafter to be constructed from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill river, near McMinnville, in the State of Oregon, in all a distance of one hundred and forty-six and one-half miles; together with all its lands, tenements and hereditaments acquired and appropriated, or which shall hereafter be acquired and appropriated for the purpose of a right of way for its railroad and all the appurtenances thereunto belonging; and, also, all its lands acquired and appropriated, or which shall hereafter be acquired and appropriated under and pursuant to the provisions of the act of Congress of the United States of America, approved May fourth, one thousand eight hundred and seventy, entitled ‘An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon.’ And also its depots, engine-houses, car-houses, station-houses, ware-houses, machine-shops, workshops, superstructures, erections and fixtures. And also all and singular, the franchises, rights and privileges now owned, possessed or acquired, or which shall hereafter be owned, possessed or acquired by said party of the first part. And all lands, tenements, hereditaments and real estate acquired and appropriated wheresoever and whatsoever or now owned by said party of the first part, or which shall hereafter be owned by it. And also all and singular, the

“locomotives, tenders, passenger cars, freight cars and  
“all other cars, carriages, tools, machinery and equip-  
“ments for said railroad, now owned, or which shall here-  
“after be owned or acquired by said party of the first  
“part. And also all goods and chattels now owned, or  
“which shall hereafter be owned by said party of the  
“first part, and in any way relating or pertaining or  
“belonging to or connected with said railroad, or run-  
“ning or operating the same, together with all rents,  
“issues, income, profits, moneys, rights, benefits and  
“advantages derived or to be derived, had or received  
“therefrom by said party of the first part, in any way  
“whatever.

“To have and to hold, all and singular, the premises,  
“rights, franchises, property, real and personal, here-  
“inbefore and hereby granted, assigned, mortgaged,  
“pledged and conveyed, or intended so to be, and every  
“part and parcel thereof, with all the appurtenances  
“unto the same belonging on in any wise appertaining  
“unto them, the said parties of the second part hereto,  
“and to the survivor of them, and to their and to his  
“successors and successor, and to their and his assigns  
“forever in trust, for the person or persons, firm or  
“firms, bodies politic or corporate, who have heretofore  
“or who shall hereafter at any time become the pur-  
“chasers or holders, or owners of any or either of said  
“three hundred bonds, amounting in the aggregate to  
“three hundred thousand dollars, subject to the terms,  
“provisos, and stipulations in said three hundred bonds  
“contained. And subject also to the provisions of the



“act of Congress of the United States, of America, affecting, or relating to, or binding upon the party of the first part. And subject also, to the prior lien of said mortgage of the fifteenth day of July, one thousand eight hundred and seventy-one, executed by the party of the first part to Milton S. Latham and Faxon D. Atherton, trustees, in favor of all persons, firms, or corporations who have acquired, or may hereafter acquire, an interest in or become the owners of any part of the said bonds secured thereby. And also subject to the possession and management of said railroad and property of said party of the first part; and its successors and assigns, so long as no default shall be made in the payment of either the interest or principal of said three hundred bonds, or in or to either of them, or so long as the party of the first part shall well and truly observe, keep and perform all and singular the covenants, agreements, conditions, and stipulations in said three hundred bonds and in this indenture contained and set forth, and which are to be observed, kept and performed by and on the part of the said party of the first part. And the said Oregon Central Railroad Company, the party of the first part, hath covenanted and agreed, and by these presents doth for itself, its successors and assigns covenant and agree with the parties of the second part hereto, and the survivor of them, and their and his successors and successor, in manner and form following, that it to say:

“First; That said Oregon Central Railroad Company, party of the first part. and its successors, shall



“and will pay, or cause to be paid, all taxes, charges,  
“rates, levies and assessments imposed, assessed or levied,  
“or which may hereafter be imposed. assessed or levied  
“upon the premises, franchises and property hereby  
“mortgaged, conveyed and assigned, or intended so to  
“be, and shall and will, at its own proper cost, expense  
“and charges do, or cause to be done, all acts and things  
“necessary and proper to be done or performed, in order  
“to preserve and keep valid and intact the lien or in-  
“cumbrance upon all and singular the aforesaid prem-  
“ises, property and franchises hereby created, or intend-  
“ed so to be; and that except the lien of said mortgage  
“of the fifteenth day of July, one thousand eight hun-  
“dred and seventy-one, there is no lien upon the prop-  
“erty conveyed, or intended to be conveyed, by this in-  
“denture at the ensealing and delivery thereof.

“Second. That the said Oregon Central Railroad  
“Company, the party of the first part, and its succes-  
“sors, shall and will at any time or times hereafter, and  
“from time to time, execute, acknowledge, and deliver  
“under its corporate seal, to the said parties of the sec-  
“ond part, and the survivor of them. and their or his  
“successors or successor, such other and further assur-  
“ances, deeds, mortgages, obligations, transfers, inden-  
“tures and instruments in writing, and shall and will  
“do and perform all such further or other acts or things  
“as shall or may be proper or necessary, or as their or  
“his counsel, learned in the law, shall deem necessary,  
“proper, or expedient, for the better or more effectually  
“securing the payment of said three hundred bonds, and

“the interest due or to grow due thereon, or for carry-  
“ing into effect the true intent, design, objects, and  
“purposes of these presents, or making, preserving,  
“continuing, and keeping valid and effectual the lien  
“and incumbrance created, or intended to be created,  
“by the execution, delivery and recording of this inden-  
“ture upon all the property, real and personal, rolling  
“stock, equipments, franchises, and effects, and espe-  
“cially the lands referred to in and by the said Acts of  
“Congress, approved may fourth, one thousand eight  
“hundred and seventy, now owned, possessed, or re-  
“quired, or which shall hereafter be owned, possessed,  
“or required by said party of the first part.

“Third. And for the purpose of fully and more ef-  
“fectually securing the payment of the said three hun-  
“dred bonds, together with the interest due, or to grow  
“due thereon, the said Oregon Central Railroad Com-  
“pany, the party of the first part, hereto for itself and  
“its successors, hath pledged and hereby doth irrevoc-  
“ably pledge for the purpose and objects hereinbefore  
“specified to and with the said parties of the second part  
“and the survivor of them, their and his successors and  
“successor, all and singular, the net proceeds of the sales  
“of the lands granted to the said party of the first part,  
“by the Act of Congress, approved May 4, one thousand  
“eight hundred and seventy, hereinbefore mentioned.

“Subject, however, to the prior pledge of the same  
“in and by said mortgage hereinbefore referred to, of  
“the fifteenth day of July, one thousand eight hundred  
“and seventy-one, and for the purposes therein speci-

“fied, as a sinking fund to be kept invested by the parties  
“of the second part in the bonds of the United States,  
“or other safe and more productive securities, for the  
“purchase from time to time, and the redemption at  
“maturity, of the three hundred bonds of the party of  
“the first part, hereinbefore particularly described, and  
“no part of the principal or interest of the said fund shall  
“be applied to any other use until all the said bonds shall  
“have been purchased or redeemed and cancelled.

“And in the event that the principal of said three  
“hundred bonds is not otherwise paid at the maturity  
“thereof, then the fund aforesaid, after satisfaction of  
“the lien, if any of said mortgage and pledge of the  
“fifteenth day of July, one thousand eight hundred and  
“seventy-one, which shall then have accrued from the  
“proceeds of the sales of said lands and, interest there-  
“on shall be by said trustees, parties of the second part,  
“or the survivor of them, their or his successors or suc-  
“cessor, applied to the discharge and payment of any  
“and all amounts, both principal and interest then re-  
“maining due and unpaid on all such bonds, and if such  
“funds shall then be insufficient to discharge the whole  
“amount then due on all such bonds, the same shall then  
“be applied ratably thereon, according to the interests  
“respectively of all such bondholders.

“And it is further stipulated and agreed, between  
“the parties hereto, that if there remain any deficit in the  
“payment of the principal and interest due on said three  
“hundred bonds after the whole of the fund aforesaid  
“shall be applied thereon, at the maturity thereof, then

“the trustees, parties of the second part hereto, their successors or successor, shall have full power and authority to sell and convey, any and all lands then remaining undisposed of, which are included in the grant made by Act of Congress aforesaid, and which are hereby conveyed and intended to be conveyed in whole or in part, as the said trustees may deem best for the interests of said bondholders, and as may be prescribed or limited by any Act of Congress in force at the time of such sale, and if there shall be no such prescription and limitation by law, then said lands shall only be sold at public auction in the City of Portland, in the State of Oregon, to the highest bidder, and no such sale shall be made unless notice of the time and place thereof shall first be given by publication for at least six weeks in a weekly newspaper of general circulation, published in the City of Portland, State aforesaid, and the proceeds of such sale or sales after satisfaction of the lien if any, of said mortgage pledge of the fifteenth day of July, one thousand eight hundred and seventy-one, and after, the payment of all costs and expenses connected with such sales and a reasonable compensation to said parties of the second part for their services in connection therewith, shall be applied to the payment of any balance, either of principal or interest, then remaining unpaid on such bonds aforesaid, or any of them.

“And it is hereby expressly covenanted, agreed and understood, by and between the parties to these presents, that notwithstanding the execution and delivery

“of these presents, and of the covenants herein contained, the said Oregon Central Railroad Company, the party of the first part hereto, shall have the right at any time after the execution of these presents, to make sales of all and singular, the lands granted to said company by Act of Congress of the United States, approved May fourth, one thousand eight hundred and seventy aforesaid, in the manner and mode prescribed therefor by law, and that the parties of the second part, shall, and will at any time after the delivery to them of this indenture, upon the request of the party of the first part, and upon the receipt by the parties of the second part from the party of the first part of such portion of the price or consideration for said lands as shall remain after satisfaction of the lien of said mortgage and pledge of the fifteenth day of July, one thousand eight hundred and seventy-one (the certificate of the president for the time being of the said party of the first part, to be sufficient evidence to said parties of the second part of the amount of such remaining portion of said price of consideration) make, execute, and deliver at the cost and expense however, of said party of the first part, such releases, discharges, and assurances in respect to said lands as the party of the first part or its counsel learned in the law, may require for the purpose of making good and sufficient title to said granted lands so sold, to any and all purchasers thereof, clear and free from all lien or incumbrance created by these presents, and all net proceeds received from the sales of all or any of the lands granted



“or intended to be granted by said Act of Congress,  
“after satisfaction of said prior lien, shall be received  
“and held jointly by the parties of the second part and  
“the president of the party of the first part, and shall  
“be held subject to their control, and shall immediately  
“and as soon as practicable after the same are received,  
“invested by said parties of the second part, by and with  
“the consent of the president of the party of the first  
“part, in United States bonds or other more productive  
“securities, which securities shall be under the control  
“of the said parties of the second part and the said presi-  
“dent of the party of the first part, and shall be used  
“solely for the purposes herein specified. And it is ex-  
“pressly understood and agreed that the lien created by  
“this indenture on said lands granted by said Act of  
“Congress, shall upon the sale of any portion of said  
“lands as aforesaid, and the application of the purchase  
“price thereof as herein provided, cease so far as the  
“same relates to the portions of the lands so sold. The  
“parties of the second part shall not have the right to  
“make sale of any of said lands without the consent of  
“the party of the first part, except as herein specifically  
“provided.

“Fourth. That the said Oregon Central Railroad  
“Company, the party of the first part hereto, shall and  
“will, well and truly pay the said sums of money in said  
“three hundred bonds mentioned, together with the semi-  
“annual interest due or to become due thereon, at the  
“rate of seven per centum, at the times, in the manner,  
“and at the place specified therein.



“And further, said Oregon Central Railroad Company, hereby covenants and agrees, that in case it shall have for the period of six months made default in the payment of the semi-annual interest due, or to become due on either or any of the said three hundred bonds; or in case it shall fail to appropriate and set apart in the hands of the said parties to the second part, all and singular the net proceeds of the sales of the said lands, granted to the party of the first part by the Act of Congress of the United States as aforesaid, as and for a sinking fund for and to be applied in payment or redemption of said three hundred bonds in the manner and subject to the conditions hereinbefore and in said Act of Congress specified, then and in either of said cases, after the lapse of said six months, the whole principal sum mentioned in each and all of said three hundred bonds, shall forthwith be and become due and payable, and the lien or incumbrance hereby created for the security and payment thereof, may be at once enforced, anything in said bonds or in this indenture to the contrary notwithstanding, and that it shall and may be lawful, and the said parties of the second part and the survivor of them and their and his successors or successor, are hereby expressly authorized and empowered upon the request in writing of the holders of at least one hundred of said three hundred bonds to enter into and upon, and to take actual possession of all and singular the railroad premises, franchises, right, property, real and personal, and effects hereby granted, conveyed, assigned, mortgaged, pledged, transferred

“and set over, or intended so to be, as a security for the  
“payment of said three hundred bonds, and by them-  
“selves or their agents to operate the said railroad, and  
“to take, collect and receive tolls, earnings, income and  
“profits thereof, and every part thereof, or to be derived  
“therefrom; and that they, said parties of the second  
“part, and the survivor of them and their or his suc-  
“cessors and successor, shall and may proceed, and are  
“hereby expressly authorized and empowered thereupon,  
“but within such reasonable time as they may deem  
“proper, not less than sixty days, and upon and after  
“public notice by advertisement for at least six weeks  
“in one or more newspapers, published in the cities of  
“New York, State of New York, and San Francisco,  
“State of California, and Portland, State of Oregon,  
“to proceed to sell at public auction in said City of Port-  
“land to the highest bidder, subject to any prior lien,  
“if any there shall be under said mortgage of the fif-  
“teenth day of July, one thousand eight hundred and  
“seventy-one, as well all and singular the said railroad  
“rights and franchises as all other, the property real and  
“personal and premises thereby granted, conveyed, as-  
“signed, mortgaged, pledged, transferred and set over  
“or intended so to be, and all benefit and equity of re-  
“demption whatsoever of the said Oregon Central Rail-  
“road Company, the said party of the first part hereto,  
“of, in and to the same, and every part and parcel there-  
“of, together with the benefit of the franchises belong-  
“ing thereto or connected therewith.

“And as the attorney or attorneys of the said Oregon

“Central Railroad Company, the said party of the first  
“part hereto, for that purpose by these presents duly  
“appointed and constituted the said parties of the sec-  
“ond part, and the survivor of them and their and his  
“successors and successor shall have full power and au-  
“thority to make, execute, and deliver to the pur-  
“chaser or purchasers thereof a good and valid and suffi-  
“cient deed or deeds, conveyance or conveyances, as-  
“signment or transfer in fee simple or otherwise of said  
“railroad lands, tenements and real estate, and of all  
“and singular, the said personal or other property, fran-  
“chises, rights and premises hereby granted, assigned,  
“transferred or conveyed as aforesaid, which sale so to  
“be made as aforesaid, and which deeds, conveyances,  
“assignments and transfers so to be made and delivered  
“as aforesaid, shall operate to convey, assign, transfer  
“and vest in said purchaser or purchasers all the right,  
“title, interest and estate whatsoever, revisionary or  
“otherwise, of the said Oregon Central Railroad Com-  
“pany, the party of the first part, of, in and to the prem-  
“ises so sold, conveyed, assigned, transferred, and which  
“sale so to be made shall be a complete and perpetual  
“bar, both at law and in equity, against the said Oregon  
“Central Railroad Company, the party of the first part,  
“its successors and assigns, and all persons or parties  
“claiming by, from or under it, or them, in anywise or  
“manner whatsoever, and that out of the moneys or pro-  
“ceeds arising either from said tolls, earnings or re-  
“ceipts or said railroad or premises, or at or from said  
“sale so to be made as aforesaid, after first deducting the

“expenses, disbursements, costs, charges and counsel  
“fees incurred in and about the conducting of said sale  
“or running and operating said railroad, as well as a  
“reasonable compensation to themselves for their serv-  
“ices in the premises, they, the said parties of the second  
“part, and the survivor of them, their or his successors  
“or successor, shall pay the amount then remaining un-  
“paid and due on said three hundred bonds, and thereby  
“secured, or so many as shall then be outstanding and  
“unpaid, together with all arrears of interest then due  
“or owing upon the same, rendering or paying over the  
“surplus of all such moneys, if any there shall be, to  
“the said party of the first part hereto, its successors  
“or assigns.

“Provided always, and this indenture is upon the  
“express condition that if the existing bonds of the party  
“of the first part secured by said mortgage or deed of  
“trust of the fifteenth day of July, one thousand eight  
“hundred and seventy-one, shall hereafter be retired and  
“cancelled and the said mortgage extinguished, said Ore-  
“gon Central Railroad Company, party of the first part,  
“may create a new mortgage upon its road, lands and  
“property in this indenture conveyed and intended to  
“be conveyed, to secure its bonds to be issued to an  
“amount including said three hundred bonds of not ex-  
“ceeding twenty thousand dollars for each mile of its  
“road, which bonds shall be issued only in proportion  
“and as fast as such roads is completed, of which bonds  
“last mentioned said three hundred bonds shall form a  
“part and upon the execution, delivery, and lawful word-

“ing of such new mortgage securing said three hundred  
“bonds as aforesaid, and the completion of the road of  
“said company to Junction City, in the County of Lane,  
“in the State of Oregon. Provided, always that said  
“new mortgage shall contain clauses, covenants and pro-  
“visions similar, so far as the same are applicable to the  
“clauses, covenants and provisions herein contained. And,  
“provided further, that said new mortgage shall first be  
“submitted to and approved as to its form and substance  
“by said parties of the second part, of their counsel, and  
“shall be a first lien; together with the additional bonds,  
“at the rate of twenty thousand dollars per mile of com-  
“pleted road hereinbefore mentioned; upon the prop-  
“erty and premises therein and thereby conveyed, this  
“mortgage shall be surrencered up, extinguished and  
“canceled of record, and the lien thereof shall thereupon  
“cease. And provided further, and this indenture is  
“upon the express condition that in the case of an ar-  
“rangement by which the said Oregon Central Railroad,  
“or the Oregon and California Railroad, shall be sold  
“or transferred to or combined with any other railroad  
“company or corporation, and upon any such sale or  
“organization or combination new bonds of any kind  
“shall be issued by such other railroad company or cor-  
“poration and paid for the said road so sold or trans-  
“ferred, then and in any such case, an equal number of  
“such new bonds or (in case the interest reserved on  
“said bonds be less than seven per centum per annum)  
“an amount the annual interest upon which shall be  
“equal to the interest payable upon said three hundred



“bonds shall be offered to the owners and holders of  
“said three hundred thousand dollars of bonds to be  
“secured by this indenture, and in case such new bonds  
“shall be equal in value to the bonds of the Central Pa-  
“cific Railroad Company, or shall be guaranteed by the  
“Central Pacific Railroad Company or other corpora-  
“tion of equal financial standing, whose bonds are of  
“equal or greater market value then the first mortgage  
“bonds of said Central Pacific Railroad Comapny, then  
“the owners and holders of said bonds shall accept the  
“said new bonds, and shall by the purchase of the said  
“new bonds be deemed to have agreed with said com-  
“pany to accept the same at any time within six years  
“from the first day of March, one thousand eight hun-  
“dred and seventy-six, in lieu of said three hundred  
“bonds secured by this indenture, and the lien of this  
“indenture shall thereupon cease, and the same shall be  
“surrendered up and canceled of record.

“THIS INDENTURE further witnesseth, and  
“these presents are upon the express condition that upon  
“payment in full of said three hundred bonds, and the  
“interest due thereon, then these presents, and the es-  
“tate hereby granted shall cease, and be void, and the  
“Oregon Central Railroad Company, the party of the  
“first part, shall be immediately and fully re-invested  
“with the said premises hereby granted in law and in  
“fact, without any entry or other act whatsoever, and  
“that until default shall be made by said party of the  
“first part hereto, either in payment of said three hun-  
“dred bonds or in payment of the interest due, or to



“grow due thereon, as aforesaid, or in appropriating and  
“setting apart in the hands of the parties of the second  
“part, their successors or successor, all and singular the  
“net proceeds of the sales of said lands granted by the  
“Act of Congress aforesaid as a sinking fund, to be  
“kept invested in bonds of the United States, or other  
“safe and more productive securities, for the purposes  
“hereinbefore mentioned and described, or in keeping  
“and observing any of the covenants and agreements  
“hereinbefore contained, the said Oregon Central Rail-  
“road Company, the party of the first part, and its suc-  
“cessors and assigns, shall remain in the quiet and peace-  
“able possession and enjoyment of the said premises and  
“property hereby granted or conveyed, or intended so  
“to be, as aforesaid.

“THIS INDENTURE further witnesseth, that  
“either of said parties of the second part may resign the  
“trust hereby imposed upon him by delivery to the presi-  
“dent for the time being, of said party of the first part,  
“or leaving at his office in the City of Portland, as  
“aforesaid, or wherever said office may for the time  
“being be located, notice in writing by said trustee,  
“signed and acknowledged in such manner as to entitle  
“the same to be recorded in the offices where these pres-  
“ents are recorded, such notice, however, to be so deliv-  
“ered at least one month before such resignation is to  
“take effect.

“THIS INDENTURE further witnesseth, and it  
“is hereby expressly agreed that in case of the death,

“resignation, incapacity or inability of either of the parties of the second part to act in the execution of any of the trusts aforesaid, then it shall and may be lawful for the remaining acting surviving or competent trustee, and the president for the time being of the party of the first part, and they are hereby empowered and directed to select and appoint by an instrument in writing under their hands and seals; which shall be recorded in the same office where this indenture shall be recorded, one or more competent persons to fill the vacancy so created in the manner aforesaid, and that in the case of the death, resignation, incapacity or inability of both of said parties of the second part at the same time, then and in that case it shall and may be lawful for the president alone, for the time being of the said party of the first part, and he is hereby empowered in like manner to select and appoint competent persons to fill the vacancies thus created, and in case of failure on the part of said president and said remaining trustee, or either of them, to fill said vacancies in the office of trustee under this instrument, for the period of three months after such vacancies occur, it shall be lawful for the holders of said three hundred bonds, to the amount of ten per cent. thereof or upwards, to apply to any court of competent jurisdiction in any county through or into which said railroad runs, for the appointment of a trustee or trustees to fill such vacancy or vacancies, and such person or persons so appointed trustee or trustees shall have and possess and be invested with the same estates, rights

“and powers as trustee or trustees as he or they would  
“have had and possessed or been invested with had he or  
“they been originally made a party or parties of the sec-  
“ond part to this indenture, and shall perform the same  
“duties in all respects and until such appointment shall  
“be made in the manner aforesaid, and notwithstanding  
“any vacancy or vacancies as aforesaid, said remain-  
“ing, surviving, acting, or competent trustee shall have  
“full power and authority to execute each and all of  
“the trusts hereby created, and their and his acts in the  
“premises shall be as legal, valid and effectual in all  
“respects and to all intents and purposes as if the same  
“acts had been done and performed by all the parties  
“hereto of the second part; and in case said appoint-  
“ment shall be made in the manner aforesaid, said party  
“of the first part hereby covenants to make, execute  
“and deliver, all such other or further instruments,  
“deeds, indentures or assurances as may be necessary to  
“enable the person or persons so appointed to execute  
“the trusts hereby created and declared, as fully and  
“perfectly in all respects as he or they could have exe-  
“cuted the same if originally made a party or parties of  
“the second part to this indenture. And it is hereby  
“distinctly declared that no party of the second part  
“nor his successors shall be nor shall be held to be, in  
“any case, contingency or event, liable for any act, neg-  
“lect or default of any other of said parties of the sec-  
“ond part hereto, or their successors, but every party of  
“the second part hereto shall be liable for his own sev-  
“eral acts, neglects and defaults alone.

“And also, that none of the said parties of the second part or their successors shall be liable for any proceeds of any sales of said lands, franchises or property above mentioned and hereby conveyed or intended so to be, except such as shall be actually by them or him in hand received. And also, that the parties of the second part shall not be obliged to take possession of said railroad or any of the property connected therewith or manage, or control, operate or conduct the same (except the proceeds of lands by said party of the first part, sold as herein above provided for), until they, the said parties of the second part, shall have been reasonably indemnified against all and every expense, loss, cost, damage or liability by them suffered, made, paid or incurred by reason thereof. And also, that the parties of the second part, by becoming parties to this instrument and accepting the trust hereby created, do not incur and shall not be held to have incurred any obligation or responsibility whatever by reason of or in respect of the various recitals herein above made.

“IN WITNESS WHEREOF: The said Oregon Central Railroad Company, the party of the first part hereto, hath caused these presents to be subscribed by its president, and attested by its secretary, and hath under the express authority of the resolutions of its board of directors, caused its corporate seal to be hereunto affixed, and the parties of the second part, strangers to the several recitals herein, for the sole purpose of signifying their acceptance of the trusts

“hereby and herein created, have hereunto subscribed  
“their names and affixed their respective seals, the day  
“and year first above written.

**T. R. CORNELIUS,**

President of the Oregon Central Railroad Company.

**A. G. CUNNINGHAM,**

Secretary of the Oregon Central Railroad Company.

“(Seal of the Oregon  
Central Railroad  
Company.)

**WILLIAM D. SHIPMAN. (L. S.)**

**SAMUEL L. M. BARLOW. (L. S.)**

“Sealed and delivered in the presence of J. N. Dolph,  
Joseph Simon.

“State of Oregon, County of Multnomah, ss.

“Be it remembered, that on this thirtieth day of  
“August, A. D. one thousand eight hundred and seven-  
“ty-six, before me, the undersigned, a notary public in  
“and for the county of Multnomah, and State of Ore-  
“gon, duly commissioned and qualified, personally came  
“T. R. Cornelius, president of the Oregon Central Rail-  
“road Company, and A. G. Cunningham, secretary of the  
“Oregon Central Railroad Company, whose names are  
“subscribed to the foregoing mortgage or deed of trust as  
“the parties thereto, and as the president and secretary of  
“said Oregon Central Railroad Company, both person-  
“ally known to me to be the individuals named and de-  
“scribed in and who executed the said mortgage and deed



“of trust, and they severally acknowledged to me that  
“he, the said T. R. Cornelius, as president of the Oregon  
“Central Railroad Company, and he, the said A. G.  
“Cunningham, as secretary of the said Oregon Central  
“Railroad Company, executed the foregoing mortgage  
“or deed of trust as and for the act and deed of the said  
“Oregon Central Railroad Company, freely and volun-  
“tarily, and for the uses and purposes therein mentioned;  
“and he, the said A. G. Cunningham, being by me duly  
“sworn, did depose and say, that he is the secretary of the  
“said Oregon Central Railroad Company, and resides in  
“the City of East Portland, Multnomah county, in the  
“State of Oregon; that he is the legal custodian of, and  
“has in his possession, and is acquainted with the cor-  
“porate seal of the said Oregon Central Railroad Com-  
“pany; that the seal affixed to the within and foregoing  
“mortgage and deed of trust is such corporate seal; that  
“the same was so affixed by him as secretary of said  
“company on the thirtieth day of August, A. D. one  
“thousand eight hundred and seventy-six, by order of the  
“board of directors of said company; and that he signed  
“his name as secretary thereto by the like order of the  
“said board of directors.

“In witness whereof, I have hereunto subscribed my  
“name and affixed my notarial seal the day and year  
“above written, at the city of Portland, Multnomah  
“county, State of Oregon.

“(Notarial Seal.)

JOHN D. BILES.

Notary Public in and for the County of  
Multnomah, State of Oregon.



“State of Oregon, Department of State, ss.

“I, S. F. Chadwick, Secretary of State of the State  
“of Oregon, do hereby certify that Jno. D. Biles, whose  
“name is subscribed to the foregoing and annexed cer-  
“tificate of acknowledgment to said mortgage or deed  
“of trust, was at the time of taking such acknowl-  
“gment and signing such certificate, to wit: on the thir-  
“tieth day of August, A. D. one thousand eight hundred  
“and seventy-six, a duly commissioned, qualified and act-  
“ing notary public, in and for the county of Multnomah,  
“and State of Oregon, and that he was by the laws of the  
“State of Oregon duly authorized and empowered to  
“take and certify under his notarial seal, acknowledg-  
“ments of deeds of conveyance and mortgages and deeds  
“of trust, and his signature to such certificate is genuine,  
“also his notarial seal, and that full faith and credit are  
“due to his official acts as such.

“Witness my hand and the great seal of the State,  
“at my office in the city of Salem, State of Oregon,  
“this thirtieth day of August, A. D. one thousand eight  
“hundred and seventy-six.

“(Seal of the State of Oregon.)

S. F. CHADWICK,  
Secretary of State of Oregon.

“United States of America, State of New York, City  
and County of New York, ss.

“Be it known, that on this second day of October,  
“A. D. one thousand eight hundred and seventy-six,

“before me, Edwin F. Corey, junior, a notary public  
“of the State of New York, duly commissioned and  
“sworn, and dwelling in said city and county of New  
“York, personally appeared the within-named William  
“D. Shipman and Samuel L. M. Barlow, to me per-  
“sonally known to be the identical persons described  
“in and who executed the within instrument, and sev-  
“erally acknowledged to me that they executed the same  
“freely and voluntarily, for the uses and purposes therein  
“named.

“In witness whereof, I have hereunto set my hand  
“and affixed my notarial seal the day and year last  
“aforesaid.

“(Notarial Seal.)

EDWIN F. COREY, Jr.,

Notary Public, City and State of New York.

“State of New York, City and County of New York, ss.

“I William Walsh, clerk of the city and county of  
“New York, and also clerk of the Supreme Court for the  
“said city and county, the same being a court of record,  
“do hereby certify that Edwin F. Corey, Jr., whose name  
“is subscribed to the certificate of the proof of acknowl-  
“edgment of the annexed instrument and thereon writ-  
“ten, was at the time of taking such proof or acknowledg-  
“ment a notary public in and for the city and county of  
“New York, dwelling in the said city, commissioned and  
“sworn, and duly authorized to take the same. And,  
“further that I am well acquainted with the handwriting  
“of such notary, and verily believe that the signature  
“to the said certificate of proof or acknowledgment

“is genuine. I further certify that said instrument is  
“executed and acknowledged according to the law of  
“the State of New York.

“In testimony whereof, I have hereunto set my hand  
“and affixed the seal of the said court and county the  
“second day of October, one thousand eight hundred  
“and seventy-six.

“(Court Seal.) WM. WALSH, Clerk.

“Received for record at ten o'clock A. M., October  
“fourteenth, one thousand eight hundred and seventy-  
“six.

“State of Oregon, County of Multnomah, ss.

“I, James A. Smith, county clerk of the County  
“Court of the county of Multnomah, and State of Ore-  
“gon; do hereby certify that the foregoing copy of  
“mortgage or deed of trust has been by me compared  
“with the original, and that it is a correct transcript  
“therefrom, and of the whole of such original mortgage  
“or deed of trust as the same appears of record at my  
“office, and in my custody.

“In testimony whereof, I have hereunto set my hand  
“and affixed the seal of said court this twenty-eighth  
“day of November, A. D. one thousand eight hundred  
“and seventy-seven.

“(Seal.) JAMES A. SMITH, Clerk.”

GOVERNMENT'S EXHIBIT NO. 126D.

“CONTRACT BETWEEN BEN HOLLADAY  
AND THE FRANKFORT COMMITTEE.

“AGREEMENT made this twenty-ninth day of  
“February, in the year one thousand eight hundred and  
“seventy-six, between Ben Holladay of Harrison, West-  
“chester county, New York, party of the first part, and  
“Heinrich Hohenemser, of the city of Frankfort-on-the-  
“Main, Prussia, director of the Deutsche Vereins Bank,  
“in the same city; Julius Schmidt, banker of the city  
“of Frankfort-on-the-Main; Paul Reinganum, doctor  
“of law and attorney-at-law of the city of Frankfort-on-  
“the-Main; Hermann Koehler, merchant of the city of  
“Frankfort-on-the-Main; Adolph Otto, doctor of law  
“and attorney-at-law of the city of Heilbronn, kingdom  
“of Wirtemberg; Michael Benjamin, banker of the city  
“of Munich, kingdom of Bavaria; Carl Stachelin-Buck-  
“nor, of the city of Basle, Switzerland, partner in the  
“house of Messrs. Iselin and Stachelin, and Henry Vill-  
“ard, of the city of Heidelberg, grand duchy of Gaden,  
“being owners and possessors of ten millions two hun-  
“dred and fifty-five thousand one hundred dollars  
“(\$10,255,100), first mortgage bonds of the Oregon and  
“California Railroad Company, parties of the second  
“part, witnesseth: In consideration of the mutual cove-  
“nants and agreements hereinafter expressed, the said  
“parties have agreed, and do hereby mutually agree as  
“follows:

“First. The said Holladay sells and transfers, and  
“agrees to sell and transfer to said parties of the second  
“part, or to such persons as they may designate, nine-  
“teen millions of the stock of the Oregon and California  
“Railroad Company, being all of the lawfully issued  
“stock of the said company, excepting only one million  
“now held by Milton S. Latham.

“Second. The said Holladay in like manner sells  
“and transfers and agrees to sell and transfer to said  
“parties of the second part, or to such persons as they  
“may designate, a majority of the stock of the Oregon  
“Central Railroad Company, viz., over seventy-five  
“thousand shares thereof, the remainder being held by  
“Milton S. Latham and others.

“Third. The said Holladay in like manner sells and  
“transfers, and agrees to sell and transfer to said par-  
“ties of the second part, or to such persons as they may  
“designate, all of the stock of the Oregon Steamship  
“Company, the same now standing in the name of Milton  
“S. Latham, and at the option of said parties of the  
“second part, or such person as they may designate, the  
“said Holladay agrees to guaranty and to fulfill said  
“guaranty, and he hereby guarantees that the benefits  
“arising from the now existing contract or contracts for  
“the carriage of the mails between Portland and Sitka  
“for the remainder of the time of said contract shall  
“accrue to the Oregon Steamship Company, if it elects  
“to continue said service for the remainder of said con-  
“tract term.



“Fourth. The said Holladay, in like manner, sells  
“and transfers and agrees to sell and transfer to said par-  
“ties of the second part, or to such persons as they may  
“designate, all of the stock of the Portland Warehouse  
“and Dock Company, viz., five hundred thousand dol-  
“lars, and the said Holladay covenants that the title of  
“said company to its real estate is perfect and free from  
“liens or incumbrances, and that said company is free  
“from floating debt and other debts, except as to a mort-  
“gage on its real estate of thirty-five thousand dollars  
“or thereabouts, which mortgage said Holladay agrees  
“to pay and cancel out of the first moneys to be paid  
“to him by said parties of the second part, or such per-  
“sons as they may designate as is hereafter agreed. The  
“net earnings of said last-named company, up to the  
“date of this agreement, are not to belong to the said  
“parties of the second part.

“Fifth. And the said Holladay agrees that any  
“existing contracts between the Oregon and California  
“Railroad Company, the Oregon Steamship Company  
“and the Oregon Central Railroad Company, or either  
“of them, with the Oregon Transfer Company, shall be  
“modified, previous to the execution of this contract, by  
“a new agreement between the proper parties, to the  
“reasonable satisfaction of the parties of the second part  
“to these presents, or to such persons as they may desig-  
“nate.

“Sixth. The said Holladay agrees to furnish to said  
“parties of the second part, or of such persons as they  
“may designate on the execution hereof, a full release



“by the North Pacific Transportation Company of all  
“its claims both upon the Oregon and California Railroad  
“Company and the Oregon Central Railroad Company;  
“that against the last-named company being in amount  
“about ninety thousand dollars, and until said claims are  
“in some manner satisfactorily released, the parties of the  
“second part may retain an amount of said bonds, part  
“of the three hundred thousand dollars herein agreed to  
“be paid to said Holladay, equal to the amount of said  
“claims.

“Seventh. The said Holladay agrees to pay, on  
“the execution hereof, to the Oregon and California Rail-  
“road Company, the amount due to it by the Portland  
“Street Railroad Company, for certain iron, being five  
“thousand one hundred and three dollars and sixty-eight  
“cents. And said Holladay further agrees to pay, on  
“the execution hereof, all other sums for which he is liable  
“to any of the companies hereinbefore named, amounting  
“to two thousand eight hundred dollars or thereabouts,  
“and in some valid and effectual manner to release and  
“waive, previous to the execution hereof, all claims for  
“salary as president of the Oregon Steamship Com-  
“pany, and to cause the entries to his credit on this ac-  
“count on the books of said company to be effectually  
“cancelled and discharged in accordance herewith. And  
“said Holladay also agrees, previous to the execution  
“hereof, to waive and release his claim to additional com-  
“pensation as president of the Oregon Central Railroad  
“Company, made since December twenty-first, one  
“thousand eight hundred and seventy-five, and cause

“the entries to his credit on this account, on the books  
“of said company, to be effectually canceled and dis-  
“charged in accordance herewith. And said Holladay  
“likewise agrees, on the execution hereof, to pay the sum  
“of three hundred dollars towards the costs of investi-  
“gating the title of the Portland Warehouse and Dock  
“Company to the real property sold herein. All the  
“moneys, the payment of which is herein stipulated by  
“said Holladay, shall be deducted from the first cash  
“payment herein named for the properties of the Port-  
“land Warehouse and Dock Company.

“Eighth. And the said Holladay further covenants  
“and agrees with the said parties of the second part that  
“the books of accounts of the Oregon and California  
“Railroad Company and the Oregon Central Railroad  
“Company are to the best of his knowledge full, accur-  
“ate, and true, and that the trial balance and monthly  
“statement of January, one thousand eight hundred and  
“seventy-six, are as he believes full, accurate and true,  
“and that there are no other legal and valid claims  
“against either of said railroad companies, of which he  
“has any knowledge or notice, excepting only small  
“sundry claims for rights of way, and certain claims of  
“Hallet and Elliot which have been made known to  
“the parties of the second part; and that there are no  
“contracts with or for salaried officers, or other offi-  
“cers, except for the ordinary services and salaries of  
“the current year, and that there are no contracts which  
“do not expire at the end of each fiscal year, and which  
“have not been made known to the parties of the second

“part. And the said Holladay further covenants and  
“agrees with the parties of the second part that the books  
“of account of the Oregon Steamship Company, so  
“far as he knows and believes, are accurate and full,  
“and that there are no debts or claims due by said com-  
“pany, so far as he, said Holladay, knows and believes  
“which are not fully known to Milton S. Latham, and  
“the only debts which he, the said Holladay, has any  
“knowledge or information apart from the current  
“money bills, and repairs, and the debt of the European  
“creditors, represented by Latham, is what may be due  
“for current salaries, supplies and payrolls. And said  
“Holladay further covenants and agrees for himself, his  
“heirs and legal representatives, that he will on demand  
“either convey to the Oregon and California Railroad  
“Company, to the Oregon Central Railroad Company,  
“to the Oregon Steamship Company, and to the Port-  
“land Warehouse and Dock Company, or to any of  
“them, or else, as the case may be, will take all necessary  
“legal proceedings in conjunction with said companies,  
“or any of them, for the purpose of compelling the trans-  
“fer to said companies, or any of them, of any real es-  
“tate or other property or rights which equitably belong  
“to said companies, or any of them (if any such prop-  
“erty or rights there be), but which may now be held  
“by or stand in the name of said Holladay, or any other  
“person or persons or corporations in trust having been  
“purchased for said corporations or conveyed to him for  
“their use.

“Ninth. And the said Holladay further covenants

“that he will obtain and cause to be delivered to the  
“Oregon and California Railroad Company a good and  
“sufficient deed with covenants of warranty against the  
“acts of the grantors from one James G. Hughes to the  
“said railroad company for certain property at Junction  
“City and Drain stations and Oregon City, being all  
“the property at said places standing in the name or  
“under the control of said Hughes, which has heretofore  
“been a subject of controversy between the parties to  
“this agreement, or will take such proceedings as may  
“be necessary to secure such title. And also that he will  
“obtain and cause to be delivered a good and sufficient  
“deed, with full covenants of warranty from the Willam-  
“ette Real Estate Company to the said railroad com-  
“pany, in accordance with an existing contract for the  
“said conveyance. And also that he will cause to be  
“executed and delivered to the Oregon Central Railroad  
“Company a good and sufficient deed, with full cove-  
“nants of warranty by the Portland Warehouse and  
“Dock Company of the depot property sold by it to said  
“railroad company. And said Holladay further agrees  
“to execute, or cause to be executed, all further or other  
“instruments or assurances which may be necessary or  
“proper to perfect the title to any of said parcels of  
“real estate.

“Tenth. And said Holladay covenants that to the  
“best of his knowledge and belief, the company has set-  
“tled, confirmed and paid all claims of one Hallet  
“against the Oregon and California Railroad Company,  
“and that he has no valid claim against the said com-

“pany, and that in like manner all claims of said Elliott,  
“or of Elliott and one Nightingale, are invalid, and  
“said Holladay agrees, without charge, to furnish the  
“said parties of the second part for the use and benefit  
“of the Oregon and California Railroad Company,  
“when required, every assistance in his power to defend  
“and defeat all of said claims. And said Holladay also  
“agrees to furnish copies of all agreements of one Gaston  
“made at the time of the compromise of his claims  
“against the said Oregon Central Railroad Company, if  
“the same are not already on file in the company’s  
“office, and further said Holladay agrees, on demand, to  
“give to the parties of the second part his resignation  
“as president of the companies herein referred to, and  
“also to procure the resignation of the vice-presidents  
“and secretaries of said companies, excepting only the  
“secretary of the Oregon and California Railroad Com-  
“pany, and the secretary of the Oregon Steamship Com-  
“pany, which last he will obtain if possible.

“Eleventh. And the said Holladay covenants and  
“agrees not to engage, directly or indirectly, whether as  
“part owner of a vessel or in any other way whatso-  
“ever, in any trade or business which can or shall be  
“in conflict with the business or interests of the Oregon  
“and California and the Oregon Central Railroad, and  
“the Oregon Steamship Companies, and not to erect any  
“docks or warehouses which might come in competition  
“with and affect injuriously the business of the Portland  
“Warehouse and Dock Company. And the said Holla-  
“day, at the time of the execution hereof, shall enter into



“a personal bond in the sum of one hundred thousand  
“dollars in gold coin for the faithful performance of this  
“covenant. Said covenant shall continue in full force for  
“the term of ten years from the date hereof. But this  
“covenant is not to be considered so as to affect the full  
“use and enjoyment of the present charter of the steam-  
“ship ‘California,’ which said parties of the second part  
“agree shall be confirmed in its present tenor for the full  
“unexpired term thereof, provided the same was made  
“with the knowledge and consent of Milton S. Latham,  
“for the European creditors of the Oregon Steamship  
“Company; nor shall said covenant affect the use in  
“any trade or business not directly in conflict for the  
“time being with the business of the Oregon Steamship  
“Company of the ship ‘Idaho,’ in which vessel Holladay  
“is a part owner. But except as aforesaid, this general  
“covenant shall apply to both the ‘California’ and  
“‘Idaho,’ so long as Ben Holladay retains any interest  
“therein as owner or otherwise. And the said parties of  
“the second part, in consideration of the premises, and  
“of the foregoing covenants to be kept and performed  
“by said Holladay, in behalf and as the agents and repre-  
“sentatives of bondholders of the Oregon and California  
“Railroad Company to the extent that they represent  
“the said bonds as aforesaid, covenant and agree with  
“the said Holladay, and with his legal representatives,  
“as follows:

“Twelfth. That all of said stocks referred to in  
“article first and second of this agreement may be forth-  
“with placed in the hands of the bank of the State of



“New York, of the City of New York, as a trustee,  
“to be held by it until the delivery of the three hundred  
“thousand dollars of bonds hereinafter more specifically  
“referred to, whereupon the same are to be duly de-  
“livered to said parties of the second part or to such  
“persons as they may designate. And until this sur-  
“render it is agreed between the parties to these presents  
“that said parties of the second part, or to such persons  
“as they may designate, shall have the power to vote by  
“proxy upon all of said stocks.

“Thirteenth. That simultaneously with such de-  
“posit the said parties of the second part shall pay to  
“said Ben Holladay the sum of two hundred thousand  
“dollars (\$200,000), in gold coin of the United States,  
“less the amount due under the mortgage on the proper-  
“ty of the Portland Warehouse and Dock Company,  
“hereinbefore mentioned, and less the payments stipu-  
“lated in article seven of this agreement; and within one  
“year thereafter the said parties of the second part will  
“make to said Holladay or to his assigns a further pay-  
“ment, in like gold coin, of the sum of fifty thousand  
“dollars (\$50,000), with interest at six per cent. per  
“annum, if the said Holladay shall have faithfully and  
“strictly complied with his covenants and agreements  
“hereinbefore expressed.

“Fourteenth. And further, the said parties of the  
“second part covenant that they will within a reasonable  
“time after the execution hereof cause to be created,  
“executed and delivered to the said Holladay or to his

“assigns, three hundred bonds of one thousand dollars  
“each, payable in thirty years after their date, to-wit:  
“first of March, one thousand eight hundred and seventy  
“six, bearing seven per cent. interest, payable semi-  
“annually, principal and interest to be payable in gold,  
“such bonds to be created and issued by the Oregon Cen-  
“tral Railroad Company, under the corporate seal of  
“said company, and to bear coupons as usual. The  
“form and manner of the original creation and issue of  
“said bonds to be agreed upon between the respective  
“counsel of the parties hereto. The said bonds shall be  
“secured by a mortgage of said road, and in case the  
“said parties of the second part shall hereafter secure the  
“control of the existing bonds on the Oregon Central  
“Railroad Company, said bonds shall be retired and  
“canceled, and the mortgage securing them be extin-  
“guished. But in case of such retirement or cancella-  
“tion of the present mortgage bonds of the Oregon Cen-  
“tral Railroad Company, said company may create a  
“new mortgage for a sum not exceeding twenty thousand  
“dollars a mile, of which the afore-mentioned three hun-  
“dred thousand dollars of bonds shall be part upon the  
“completed road to Junction City. These bonds shall  
“be issued only pro rata as said railroad is completed,  
“and the interest on the above-named three hundred  
“thousand dollars of bonds, shall by apt legal instru-  
“ments to be devised by counsel, be secured by the pledge  
“of the net earnings of the Oregon and California Rail-  
“road, so far as the said parties of the second part have  
“the right to receive or control the same as representa-

“tives of the bondholders as aforesaid, so that they shall  
“be first applied to the payment of seven per cent. in-  
“terest on such three hundred thousand dollars  
“(\$300,000) of bonds of the Oregon Central Railroad  
“Company, before any interest is paid on any of the  
“existing bonds of the Oregon and California Railroad  
“Company, owned or controlled by said parties of the  
“second part. But the rights of Sulzbach Brothers are  
“hereby expressly saved, as the same are named under  
“a certain assignment and pledge of the interest coming  
“to the bondholders, represented by the parties of the  
“second part, to secure the repayment of two hundred  
“and fifty thousand dollars, in sums not exceeding forty  
“thousand dollars per annum. But neither the Oregon  
“and California Railroad Company nor the said parties  
“of the second part shall in anywise be liable directly  
“or indirectly for the payment of the principal of said  
“three hundred thousand dollars of bonds, nor for the  
“payment of interest otherwise than as aforesaid.

“And the said parties of the second part further  
“covenant that in case of an arrangement by which the  
“railroads controlled by the stocks now purchased from  
“said Holladay, or either of them shall be consolidated  
“with any other railroad or railroads, or shall be sold  
“to any other railroad or corporation, and upon any  
“such sale or reorganization or combination, new bonds  
“of any kind shall be issued and paid for the road or  
“roads now controlling under this agreement by said  
“parties of the second part, that then and in any such  
“case an equal number of such new bonds or an amount,

“the annual interest upon which shall be equal to the  
“interest payable to said Holladay upon the three hun-  
“dred thousand dollars of bonds above referred to, shall  
“be offered to said Holladay or his assigns in exchange  
“for the three hundred thousand dollars of new bonds  
“herein above agreed to be created and paid to him;  
“and in case such new bonds shall be equal in value to  
“the bonds of the Central Pacific Railroad Company,  
“or shall be guaranteed by the Central Pacific Railroad  
“Company or other corporations of equal financial  
“standing, then said Holladay for himself and his as-  
“signs agrees to accept the same in exchange for the  
“said three hundred thousand dollars of bonds. This  
“covenant on said Holladay’s part to expire in six years  
“from the date hereof. And as to the rights and pow-  
“ers of the parties of the second part, and those whom  
“they represent, over the net earnings of the Oregon and  
“California Railroad Company, it is now expressly stat-  
“ed that they represent the portion of said earnings be-  
“longing and coming to such of the holders of the first  
“mortgage bonds of the Oregon and California Rail-  
“road Company as are represented by the parties of  
“the second part.

“Fifteenth. And the said parties of the second part  
“further agree with said Holladay that upon the strict  
“fulfillment of the several covenants hereinbefore ex-  
“pressed, and upon the condition that the financial con-  
“dition of the said several companies herein named is  
“found to correspond with the statements and accounts  
“rendered up to the execution of this agreement, in so

“far as he is personally responsible for the same, he, the  
“said Holladay, and his associates, as officers and  
“agents whose shares in the several companies afore-  
“mentioned, are hereby sold, and also all other holders  
“of stock in the several companies, aforementioned whose  
“shares are hereby sold, and the said Holladay indi-  
“vidually shall be formally and legally discharged and  
“released by the various companies against all accounts,  
“agreements, guarantees and demands incurred by them  
“in their representative capacities to this date, as far  
“as such acts, accounts, agreements, guarantees and de-  
“mands are shown and proved by the books and public  
“statements of the several companies herein named, and  
“for which said Holladay is liable to either of said com-  
“panies, it being the intention of the parties hereto, by  
“this sale, to settle and end all previous transactions  
“between the parties aforesaid, and said companies re-  
“spectively including those which have hitherto been  
“disputed by said parties of the second part, or of which  
“they have had actual or constructive notice. And also  
“that said Holladay shall be protected from, and in-  
“demnified against, all liability under the contract made  
“between said Holladay and said parties of the second  
“part of July, one thousand eight hundred and seventy-  
“four, by means of a covenant not to sue, or other in-  
“strument, sufficient to secure him from all liability  
“thereunder, without in any manner releasing or dis-  
“charging any other party. But such instrument shall  
“not affect the respective rights or liabilities of said  
“Holladay and Messieurs Sulzbach Brothers under said



“agreement in respect of a claim made by the latter for  
“a payment on account of interest of fifty thousand  
“dollars or thereabouts.

“Sixteenth. And said Holladay agrees in case the  
“issue of the pending suits of one Elliott, and of said  
“Elliott and Nightingale, shall in any way injuriously  
“affect the rights of the bondholders of the Oregon and  
“California Railroad Company that he, the said Holla-  
“day, will indemnify them for any loss or damage that  
“they may suffer in consequence thereof. And said  
“Holladay further covenants that he has full right and  
“lawful power to make, and agree to make, all the trans-  
“fers, conveyances and assurances hereinabove agreed  
“upon; and that he will, on demand, execute and secure  
“to be executed, all further necessary transfers and as-  
“surances in order more fully to carry out the purposes  
“of these presents the intention of the parties hereto,  
“being to secure to the said parties of the second part  
“through the transfers of the railroad stocks, and the  
“other stocks above mentioned, the substantial and abso-  
“lute control of both of said corporations and their prop-  
“erties.

“In witness whereof, the said parties have hereunto  
“set their hands and seals, the year and day first above  
“written.

“In presence of W. L. Halsey and S. O. Putnam.

BEN HOLLADAY,	SEAL.
HEINRICH HOHENEMSER,	SEAL.
JULIUS SCHMIDT,	SEAL.



PAUL REINGOMEN,	SEAL.
HERMAN KOEHLER,	SEAL.
ADOLPH OTTO,	SEAL.
MICHAEL BENJAMIN,	SEAL.
CARL STAEHELIN-BUCKNOR,	SEAL.
HENRY VILLARD,	SEAL.

By Henry Villard, their attorney in fact.

“United States of America, State of California,) ss.  
 “City and County of San Francisco.        )

“I, James L. King, a notary public, in and for said  
 “city and county, residing therein, duly commissioned  
 “and sworn, do certify that on this thirteenth day of  
 “September, A. D. one thousand eight hundred and sev-  
 “enty-seven, I carefully compared the foregoing copy  
 “of an agreement of Ben Holladay with Heinrich  
 “Hohenemser and others, and their signatures thereto,  
 “with the original thereof, now in the possession of the  
 ““London and San Francisco Bank” (limited), of  
 “San Francisco, California, and that the same is a full,  
 “true, and correct transcript therefrom, and of the whole  
 “of said original agreement.

“In witness whereof, I have hereunto set my hand  
 “and affixed my official seal of my office, in the city  
 “and county of San Francisco, State of California, this  
 “thirteenth day of September, A. D. eighteen hundred  
 “and seventy-seven.

“(Seal.)                   JAMES L. KING, Notary Public.”

GOVERNMENT'S EXHIBIT NO. 126 E

“MODIFICATION OF AGREEMENT BE-  
“TWEEN HOLLADAY AND THE  
“FRANKFORT COMMITTEE.

“WHEREAS an agreement was entered into the  
“twenty-ninth day of February, A. D. eighteen hun-  
“dred and seventy-six, between Ben Holladay of Harri-  
“son, Westchester county, New York, party of the  
“first part, and Heinrich Hohenemser of the city of  
“Frankfort-on-the-Main, Prussia, director of the  
“Deutsche Vereins Bank, in the same city; Julius  
“Schmidt of the city of Frankfort-on-the-Main; Paul  
“Reinganum, doctor of law and attorney-at-law of the  
“city of Frankfort-on-the-Main; Herman Koehler,  
“merchant of the city of Frankfort-on-the-Main;  
“Adolph Otto, doctor of law and attorney-at-law of  
“the city of Heilbronn; kingdom of Wirtemberg; Mi-  
“chael Benjamin, banker of the city of Munich, king-  
“dom of Bavaria; Carl Staehlin-Bucknor of the city  
“of Bale, Switzerland, partner of the house of Messrs.  
“Iselin and Staehelin, and Henry Villard of the city  
“of Heidelberg, grand duchy of Baden, owners of cer-  
“tain first mortgage bonds of the Oregon and Califor-  
“nia Railroad Company, the parties of the second part;

“AND WHEREAS, facts and circumstances un-  
“known or not contemplated by the parties, have arisen  
“or been developed in attempting to carry out and exe-

“cute said agreement in detail which necessitate certain  
“changes in said agreement in some minor particulars;  
“and whereas both parties to said agreement desire such  
“changes to be now made;

“Now, therefore, this agreement made and entered  
“into this nineteenth day of April, A. D. eighteen hun-  
“dred and seventy-six, between Ben Holladay of West-  
“chester county, New York, by Henry Hampton, his  
“attorney in fact, duly authorized and empowered as  
“such, residing in the city of Portland, in the State of  
“Oregon, party of the first part, and Heinrich Hohen-  
“emser of the city of Frankfort-on-the-Main, Prussia,  
“director of the Deutsche Vereins Bank in the same  
“city; Julius Schmidt of the city of Frankfort-on-the-  
“Main; Paul Reinganum, doctor of law and attorney-at-  
“law of the city of Frankfort-on-the-Main; Herman  
“Koehler, merchant of the city of Frankfort-on-the-  
“Main; Adolph Otto, doctor of law and attorney at law  
“of the city of Heilbronn; kingdom of Wirtenberg;  
“Michael Benjamin, banker of the city of Munich,  
“kingdom of Bavaria; Carl Staehelin-Bucknor of the  
“city of Basle, Switzerland, partner in the house of  
“Messrs. Iselin and Staehling, and Henry Villard of  
“the city of Heidelberg, grand duchy of Baden, the  
“parties of the second part—

“WITNESSETH, in consideration of the prem-  
“ises and the mutual covenants in said agreement of  
“February twenty-ninth, eighteen hundred and seventy-  
“six, and herein contained, the said parties have agreed  
“and do hereby mutually agree to the following changes

“and modifications of said agreement:

“First. That the amount of the first mortgage  
“bonds of the Oregon and California Railroad Com-  
“pany owned or held and represented by said parties of  
“the second part, approximate ten millions of dollars,  
“and the said parties of the second part shall not be  
“bound or held to any more particular statement of  
“the amount of said bonds, anything in said contract  
“of February twenty-ninth, eighteen hundred and sev-  
“enty-six, to the contrary notwithstanding.

“Second. The net earnings of the Portland Ware-  
“house and Dock Company, prior to the twelfth day  
“of April, A. D. eighteen hundred and seventy-six,  
“shall not belong to the said parties of the second part,  
“the provisions of the ‘fourth article’ of said agreement,  
“to the contrary notwithstanding.

“Three. Nothing in said agreement of February  
“twenty-ninth, eighteen hundred and seventy-six, shall  
“be so construed as to prevent the Oregon Central Rail-  
“road Company from at any time hereafter issuing  
“bonds to the amount of more than twenty thousand  
“dollars per mile of its road, and of mortgaging its  
“road, lands, and other property to secure payment  
“thereof, but not so as to impair the security of said  
“three hundred bonds mentioned in said agreement.

“Fourth. No covenant or agreement of the parties  
“of the second part in said contract of February twenty-  
“ninth, eighteen hundred and seventy-six, contained, or  
“herein contained, affecting in any manner the rights

“of the bondholders of the said Oregon and California  
“Railroad Company, shall be construed to bind said  
“parties of the second part to any greater extent than  
“that they hold and represent the holders of the said  
“first mortgage bonds of the said Oregon and Califor-  
“nia Railroad Company.

“In witness whereof, the said Ben Holladay, by his  
“said attorney in fact Henry Hampton, and Heinrich  
“Hohenemser, Julius Schmidt, Paul Reinganum, Her-  
“man Koehler, Adolph Otto, Michael Benjamin and  
“Carl Staehelin-Bucknor, by their attorney in fact Hen-  
“ry Villard, and the said Henry Villard for himself,  
“have hereunto set their hands and seals the day and  
“year first above writetn.

“In the presence of R. Koehler, W. J. Bodley.

BEN HOLLADAY,	SEAL.
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By H. HAMPTON, his attorney in fact.

HEINRICH HOHENEMSER,	SEAL.
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JULIUS SCHMIDT,	SEAL.
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PAUL REINGAMUN,	SEAL.
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HERMAN KOEHLER,	SEAL.
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HENRY VILLARD,	SEAL.
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ADOLPH OTTO,	SEAL.
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MICHAEL BENJAMIN,	SEAL.
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CARL STAEHELIN-BUCKNOR,	SEAL.
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By HENRY VILLARD, their attorney in fact.

“We, the undersigned, have this twentieth day of  
“August, eighteen hundred and seventy-seven, com-  
“pared and examined the foregoing copy of contract  
“with the original in the possession of Mr. R. Koehler,  
“and the same we find to be a full, true and correct copy  
“of such original and the whole thereof. We further  
“certify that the signatures upon such original contract  
“are genuine.

P. SCHULZE,  
JOSEPH SIMON,  
R. KOEHLER.

“Portland, Oregon, August twentieth, eighteenth  
“hundred and seventy-seven.”

GOVERNMENT'S EXHIBIT NO. 126 F

“DEFINITE AGREEMENT BETWEEN  
“THE FRANKFORT COMMITTEE, THE  
“EUROPEAN CREDITORS, AND THE  
“THREE COMPANIES.

“This agreement, made and entered into this . . . . .  
“day of . . . . . one thousand eight hundred and seventy-  
“seven, between the Oregon Steamship Company, a cor-  
“poration duly incorporated and organized under the  
“laws of the State of Oregon, party of the first part:  
“The Oregon and California Railroad Company, a like  
“corporation, duly incorporated and organized under  
“the laws of the said State, party of the second part:  
“The Oregon Central Railroad Company, of Portland,



“Oregon, a like corporation, duly incorporated and organized under the laws of said State, party of the third part: The European creditors of the said Oregon Steamship Company, by Frederick Rodewald, their attorney in fact, duly made and constituted as such for the purposes of this agreement (the said creditors of said Oregon Steamship Company being the creditors thereof heretofore in the several contracts herein referred to, represented by Milton S. Latham, trustee and attorney in fact, and who did, on the first day of August, one thousand eight hundred and seventy-two, advance to said steamship company the sum of eight hundred thousand dollars, United States gold coin, now reduced by payments thereon to six hundred and thirty thousand dollars, gold coin, and interest thereon from the first day of February, one thousand eight hundred and seventy-six), party of the fourth part: The European creditors of the Oregon Central Railroad Company, by the said Frederick Rodewald, their attorney in fact, duly made and constituted as such for the purpose of this agreement (which last-mentioned creditors of the said Oregon Central Railroad Company are the creditors thereof heretofore and in said

“Milton S. Latham, as trustee and attorney in fact, and which said creditors or their assignors did, on the twenty-ninth days of February and August, A. D. one thousand eight hundred and seventy-two, advance in the aggregate to said Oregon Central Railroad Company, the sum of one million dollars, United States

“coin, amounting now, with accrued interest, to one  
“million three hundred and sixty thousand five hundred  
“and fifty-five and fifty-five one-hundredths dollars,  
“United States coin), party of the fifth part; and Hein-  
“rich Hohenemser, of the city of Frankfort-on-the  
“Main, Prussia, a director of the Deutsche Vereins  
“Bank, in the same city; Philip B. Bonn, banker, of  
“the city of Frankfort-on-the-Main; Paul Reinganum,  
“doctor of law and attorney-at-law, of the city of Frank-  
“fort-on-the-Main; Herman Koehler, merchant, of the  
“city of Frankfort-on-the-Main; Adolph Otto, doctor  
“of law and attorney at law of the city of Heilbroon,  
“kingdom of Wirtemberg; Michael Benjamin, banker,  
“of the city of Munich, kingdom of Bavaria; Doctor  
“Gustav Kraus, of the city of Darmstadt, Grand duchy  
“of Hesse, by Henry Villard, of the city of Heidelberg,  
“Grand Duchy of Baden, their attorneys in fact, and  
“the said Villard, owners and possessors of certain first  
“mortgage bonds of the said Oregon and California  
“Railroad Company, of the sixth part:

“WITNESSETH, that whereas, on the sixth day  
“of April, A. D. one thousand eight hundred and sev-  
“entry-six, an agreement was made and entered into by  
“and between said Milton S. Latham, as agent of the  
“said party of the fourth part, and as agent of the said  
“party of the fifth part, and Henry Villard, as agent  
“of and in behalf of the said party of the sixth part:  
“And whereas, on the twenty-sixth day of May, A. D.  
“one thousand eight hundred and seventy six, an agree-  
“ment was made and entered into between said Oregon

“Steamship Company, as party of the first part; said  
“Oregon and California Railroad Company, as party  
“of the second part; said Oregon Central Railroad Com-  
“pany, as party of the third part; said creditors of the  
“Oregon Steamship Company, by said Milton S. La-  
“tham, as their trustee and attorney in fact, as party  
“of the fourth part; said creditors of the Oregon Cen-  
“tral Railroad Company, by Milton S. Latham, their  
“trustee and attorney in fact, as party of the fifth part;  
“and the said Heinrich Hohenemser and others, as party  
“of the sixth part, in and by which agreement the par-  
“ties thereto agreed to and confirmed all the provisions  
“of said recited agreement of April sixth, one thousand  
“eight hundred and sixty-six.

“And whereas, on the sixth day of December, A. D.  
“one thousand eight hundred and seventy-six, a pre-  
“liminary agreement was entered into by Frederick  
“Rodewald, as agent and on behalf of the said parties of  
“the fourth and fifth parts, and Hermann Koehler, as  
“agent and on behalf of the holders of the majority of  
“the first mortgage bonds of the Oregon and California  
“Railroad Company, modifying and changing said  
“agreements of April sixth and May twenty-sixth, one  
“thousand eight hundred and seventy-six, and providing  
“for the execution of this agreement by the parties here-  
“to, as a substitute in all respects for said agreements  
“of April sixth and May twenty-sixth, one thousand  
“eight hundred and seventy-six, which several agree-  
“ments are hereby referred to for more particular de-  
“scription;

“And whereas, the said several corporations, parties hereto, are so connected in interest and business that the prosperity of each is largely dependent upon the prosperity of the others, and each is interested in continuing in operation each of the others;

“And whereas, the said parties of the fourth, fifth and sixth parts, being creditors of said corporations respectively, as hereinbefore stated, are likewise each interested in continuing in operation and in advancing the interests of each of the said corporations;

“And whereas, the expenditures heretofore made by the party of the sixth part, and the liabilities incurred by the parties of the second part, third parts, in pursuance of the terms of the compromise and settlement of February twenty-ninth, one thousand eight hundred and seventy-six, with Ben Holladay, theretofore owner of a majority of the capital stock of the said parties of the first, second and third parts, by which the interests of said Holladay were purchased, including the payment of the purchase price of the Portland warehouse and dock property, and the issuing to said Ben Holladay, of three hundred thousand dollars of second mortgage bonds of the Oregon Central Railroad Company, upon which the interest was guaranteed by the said Oregon and California Railroad Company, with the consent of the party of the sixth part, were, for the reasons aforesaid, for the benefit of all the parties to this agreement;

“And whereas, the advance of the sums hereinafter

“mentioned by the party of the sixth part, for the purchase of new steamships for the party of the first part; the covenant and agreement of the parties of the fourth, fifth and sixth parts not to foreclose or transfer their respective liens for the period of ten years hereinafter contained, the provisions for the application of a portion of the earnings of the steamship company, to the construction of the Oregon Central Railroad Company after payment of the claim of the said European creditors of the steamship company hereinafter contained, and other provisions of this agreement, are, for the reasons aforesaid, of great advantage to and for the material benefit of all the parties to this agreement and form, with the cancellation of said agreements of April sixth and May twenty-sixth, one thousand eight hundred and seventy-six, a sufficient consideration and inducement to each of said parties to consent to and accept the terms of the said preliminary agreement of December sixth, one thousand eight hundred and seventy-six, and to enter into the final agreement therein provided for;

“and whereas, the terms and conditions of said preliminary agreement of December sixth, one thousand eight hundred and seventy-six, as embodied in this agreement, have been accepted and agreed to by all the parties hereto, so far as the same affects their several rights under said contracts or otherwise;

“now, therefore, in consideration of the premises and of the mutual benefits to be derived by each under this



“agreement, the said parties hereto respectively covenant and agree with the other and others of them as follows, that is to say:

“ARTICLE 1. Upon the execution of this agreement, said agreements of April sixth, one thousand eight hundred and seventy-six, and May twenty-sixth, one thousand eight hundred and seventy six, shall be canceled, and in all respects superseded by this agreement, and as between the parties to said preliminary agreement of December sixth, one thousand eight hundred and seventy-six, both said contracts of April sixth, one thousand eight hundred and seventy-six, and May twenty-sixth, one thousand eight hundred and seventy-six, shall be deemed and taken to have been superseded by said preliminary agreement from the date thereof, to wit: December sixth, one thousand eight hundred and seventy-six.”

“ARTICLE 2. The said party of the fourth part shall, and hereby covenants and agrees to reserve out of the net earnings and proceeds of the said steamship company, now pledged to said party of the fourth part, fifteen thousand dollars annually during the term of three years from the first day of September, one thousand eight hundred and seventy-six, in two installments of seven thousand five hundred dollars each, payable every six months, on the last days of February and August of each year, and which amounts, so reserved, shall be applied to the payment of the interest on three hundred thousand dollars seven per cent. Oregon Central Railroad Company second mortgage



“bonds issued to Ben Holladay, in pursuance of the  
“before-mentioned compromise settlement of February  
“twenty-ninth, one thousand eight hundred and seventy-  
“six, between him and said Henry Villard, as agent, and  
“on behalf of the party of the sixth part.

“ARTICLE 3. In consideration of the premises  
“and the annual payment of fifteen thousand dollars,  
“as stipulated in Article 2, for the interest on said three  
“hundred thousand dollars second mortgage bonds is-  
“sued to Ben Holladay, as aforesaid, and in pursuance  
“of said several agreements hereinbefore mentioned,  
“said party of the sixth part had advanced to the said  
“Oregon Steamship Company, party of the first part,  
“seventy thousand dollars gold coin, for the purchase  
“and equipment of the steamship ‘George W. Elder,’  
“and said party of the sixth part has also advanced, for  
“the consideration aforesaid, and in pursuance of the  
“agreements aforesaid, for the purchase and equipment  
“of a second new steamer as in said contracts provided,  
“to wit: ‘City of Chester,’ the further sum of seventy  
“thousand dollars gold coin. And it is agreed that such  
“advances, so made by the party of the sixth part, shall  
“be secured by mortgage on the aforementioned new  
“vessels, on account of which the aforesaid advances  
“were made respectively, the lien under which mortgage  
“shall be a joint one, covering both vessels, and shall  
“be subordinate only to such lien or liens as have been  
“given, or it may be necessary to give to the sellers of  
“such new vessels, or their assigns, to secure a portion of  
“the cost of the said two vessels as has not been advanced

“or paid by the parties of the first or sixth parts, or  
“either of them.

“ARTICLE 4. The advances to the party of the  
“first part by the party of the sixth part, referred to  
“in Article 9, shall bear interest at the rate of six per  
“centum per annum, and shall be repaid to said party  
“of the sixth part out of the earnings of the said party  
“of the first part, if such net earnings be sufficient, and  
“if not, then the extent thereof in the order provided  
“in the fifth article of this agreement, and as follows,  
“to wit: “The interest shall be paid semi-annually, and  
“payments on account of the principal thus advanced  
“shall be made to the amount of not less than ten per  
“centum annually in equal semi-annual payments.  
““After the first payment under this stipulation on  
“account of the principal, there shall be added to each  
“subsequent payment on account of the principal an  
“amount equal to the interest saved by the previous pay-  
“ment of principal, so that such semi-annual payments  
“of principal and interest, taken together, shall be not  
“less than eleven thousand and two hundred dollars until  
“said advances are fully paid. The semi-annual pay-  
“ments of both principal and interest shall be made on  
“the fifteenth days of April and October of each year;  
“but if said advances of said party of the sixth part shall  
“have been made for less than six months at the time of  
“the first payments on account of principal and inter-  
“est herein provided for, the amount of principal and  
“interest then due and payable shall only be proportion-  
“ate to the time for which said advances have actually

“been made previous to said time of payment.

“ARTICLE 5. The parties hereto further covenant and agree, any prior rights of all or any of them notwithstanding, to the use and application of the earnings of the said party of the first part, the said Oregon Steamship Company, to the following purposes, and in the following order, to wit: First. To the payment of the cost of the new steamers above referred to, in accordance with the stipulations and conditions of the bills of sale or building contracts, under which they have been bought or acquired; Second. To the payment of interest and principal on the advances of the party of the sixth part, as set forth in Article 4; Third. To the annual payment, for three years, of fifteen thousand dollars, as stipulated in Article 2; Fourth. To the annual payment of the interest, at the rate of ten per cent. per annum, and to the principal due to the European creditors of the Oregon Steamship Company, the party of the fourth part; and upon the payment in full of the principal and interest due to the said European creditors of the said Oregon Steamship Company, the said stock of that company now held as security by the parties of the fourth and fifth parts, or either of them, or their trustee, nominee or nominees, shall be transferred to such parties or nominees as the party of the sixth part may designate, free of all claim of said parties of the fourth and fifth parts, and thereafter the earnings of such steamship company shall be divided equally; and one-half thereof shall be applied to the payment of

“the interest, (which shall be and is reduced to five per cent. per annum, from April six, A. D. one thousand eight hundred and seventy-six,) and of the principal due to the said party of the fifth part, the said European creditors of the Oregon Central Railroad Company, and the other half of the said steamship company’s earnings shall come to and be received by the said nominee or nominees of the party of the sixth part, as the holder or holders of the stocks of the said steamship company, and shall be applied to the payment of whatever portion of the interest and of the principal of the advances made and liabilities incurred by the party of the sixth part, under the said promise and settlement with Ben Holladay shall remain unliquidated, and next, to the completion of the said Oregon Central Railroad Company, to the junction of said road with the Oregon and California Railroad at Junction City, or elsewhere; and upon the payment in full of the principal and interest due to the said European creditors of the Oregon Central Railroad Company, the entire earnings of the Oregon Steamship Company, shall be received by the said nominee or nominees of the party of the sixth part, as holder or holders of the stock of the said steamship company.

“ARTICLE 6. Upon full payment or satisfaction, as provided in this agreement, of the principal and interest of the debts due to the party of the fourth part, the said European creditors of the said Oregon Steamship Company, and to the party of the fifth part,

“the said European creditors of the said Oregon Central Railroad Company, all other securities held by said parties of the fourth and fifth parts, or either of them, in respect to those debts, shall be turned over to the nominees of the party of the sixth part free of all claims of said parties of the fourth and fifth parts, to be held by the nominee or nominees of the party of the sixth part, in accordance with the true intent of this agreement and the rights of the several parties hereto.

ARTICLE 7. The said parties of the fourth and fifth parts (the other parties to this agreement consenting thereto), hereby forever release the said party of the sixth part, and the said Henry Villard, and their and his representatives and assigns, from all liabilities, claims and demands, they, the said parties of the fourth and fifth parts, or either of them, may now or hereafter have against said party of the sixth part, or the said Henry Villard, or their or his representatives or assigns, as holder or holders, or otherwise, in respect to any amount of the stocks of the said Oregon Steamship Company, or of the said Oregon Central Railroad Company, claimed to be unpaid stock, now or at any time heretofore held, or which may hereafter be held by the party of the sixth part, or by the said Henry Villard, or by any nominee, agent or representative of the party of the sixth part.

ARTICLE 8. The old steamships of the said Oregon Steamship Company, not required in the busi-



“ness of said company, shall be sold, and the net proceeds applied to the payment of the cost of the said new steamships, or after such payment, used in like manner as the earnings of said company.

ARTICLE 9. The said party of the fifth part further covenants and agrees with the party of the sixth part, the other parties consenting thereto, that the said party of the sixth part shall have the right and option to acquire and purchase the claim of the said party of the fifth part, the said European creditors, of the Oregon Central Railroad Company at any time during the period of three years from December sixth, one thousand eight hundred and seventy-six, for the sum of two hundred and fifty thousand dollars (\$250,000), gold coin of the United States, and the further amount of any deficiency of interest which may have accrued between the interest actually earned and paid by the said railroad company to the party of the fifth part, added to the interest paid out of the earnings to the said steamship company, under Article 5 of this agreement, and the said interest of five per centum per annum, from the sixth day of April, one thousand eight hundred and seventy-six, upon the said principal sum of two hundred and fifty thousand dollars: Provided, however, that if the said party of the sixth part shall, after availing themselves of the option to purchase said claim at the price stated, transfer the road and other property of the said Oregon Central Railroad Company within the period of ten years from December sixth, one thousand eight



“hundred and seventy six, to any other person, persons  
“or corporations, the said party of the fifth part shall  
“receive the benefit of whatever consideration over and  
“above said two hundred and fifty thousand dollars,  
“and such deficiency of interest, as aforesaid, and the  
“necessary charges, expenditures, advances and inter-  
“est (at six per centum per annum), of the said party  
“of the sixth part, may be obtained by the said party  
“of the sixth part, or those whom it now represents for  
“said property.

ARTICLE 10. Neither of the parties of the  
“fourth, fifth or sixth parts shall, without the consent  
“in writing of the others first had, foreclose or transfer  
“the securities held by them respectively of said cor-  
“porations, to wit: the party of the fourth part, of the  
“Oregon Steamship Company; the party of the fifth  
“part, of the Oregon Central Railroad Company; and  
“the party of the sixth part, of the Oregon and Cali-  
“fornia Railroad Company, for the term of ten years  
“from December sixth, one thousand eight hundred and  
“seventy-six, if the terms and conditions of this agree-  
“ment shall, during the said term, be duly and faithfully  
“performed. “Provided, however, that the party of  
“the sixth part shall have the right of selling their inter-  
“est in the Oregon and California Railroad Company,  
“within the said term, upon the paying or causing to  
“be paid by the said Oregon Steamship Company, or  
“otherwise, in full, any indebtedness which may be then  
“due by the said Oregon Steamship Company to the  
“party of the fourth part; and upon paying or caus-

“ing to be paid by the said Oregon Central Railroad  
“Company, or otherwise, to the said party of the fifth  
“part, in full for the said claim of the party of the fifth  
“part (if said party of the sixth part shall not pre-  
“viously and within the time limited for that purpose  
“have exercised the right given by Article 9, of pur-  
“chasing the claim of the party of the fifth part, the  
“said creditors of the Oregon Central Railroad Com-  
“pany), the sum of four hundred thousand dollars, gold  
“coin of the United States; and the amount of any such  
“deficiency of interest, as mentioned in Article 9, on  
“the said sum of two hundred and fifty thousand dollars  
“(\$250,000), to the date of payment of the said four  
“hundred thousand dollars (\$400,000).

“ARTICLE 11. It is understood and acknowl-  
“edged by the parties hereto, that the party of the sixth  
“part contracts and covenants in these presents, as  
“holder of a majority of the first mortgage bonds of  
“the said Oregon and California Railroad Company;  
“and it is further understood and agreed that all the  
“rights and benefits accruing to the party of the sixth  
“part, under these presents, shall at all times be enjoyed  
“by such holders of the majority of said mortgage bonds.  
“The holding of the majority of such mortgage bonds  
“shall be established in the manner provided in Article  
“12 of the agreement between the Oregon and California  
“Railroad Company and the holders of the first mort-  
“gage bonds thereof of July twenty-fifth, one thousand  
“eight hundred and seventy-four.

“In witness whereof, the said parties of the first,

“second and third parts have by resolutions of their  
“respective boards of directors duly passed, caused their  
“respective corporate seals to be hereunto affixed, and  
“these presents to be signed by their respective presi-  
“dents and secretaries; and the said parties of the fourth,  
“fifth and sixth parts, by their respective attorneys in  
“fact, have hereunto set their hands and seals, the day  
“and year first above mentioned.

**HENRY VILLARD,**

“(Seal)      President of the Oregon Steamship Co.

**JOHN D. BILES,**

Secretary of the Oregon Steamship Co.

“(Seal)

**HENRY VILLARD,**

President of the Oregon and Cal. Railroad Co.

**A. G. CUNNINGHAM,**

Secretary of the Oregon and Cal. Railroad Co.

“(Seal)

**T. R. CORNELIUS,**

President of the Oregon Central Railroad Co.

**A. G. CUNNINGHAM,**

Secretary of the Oregon Central Railroad Co.

“The European creditors of the Oregon Steamship  
“Company, party of the fourth part, by Fred. Rode-  
“wald, their attorney in fact.

“The European creditors of the Oregon Central  
“Railroad Company, party of the fifth part, by Fred.  
“Rodewald, their attorney in fact.

HEINRICH HOHENEMSER, Seal.

PHILIP B. BONN, Seal.

PAUL REINGOMEN, Seal.

HERMAN KOEHLER, Seal.

ADOLPH OTTO, Seal.

MICHAEL BENJAMIN, Seal.

GUSTAVE KRAUSS, Seal.

By Henry Villard, their attorney in fact."

GOVERNMENT'S EXHIBIT NO. 126G

"COMPROMISE CONTRACTS OF 1874.

"No. 1. General Contract between the Oregon and  
"California Railroad and the Bondholders for  
"Funding Interest.

"WHEREAS, The Oregon and California Rail-  
"road Company has been unable to pay the coupons due  
"October first, one thousand eight hundred and  
"seventy-three; and April first, one thousand eight hun-  
"dred and seventy-four, on its debt of ten millions nine  
"hundred and fifty thousand dollars, for which its bonds  
"of various denominations, to the number of eighteen  
"thousand four hundred and fifty, have been issued se-  
"cured by a first mortgage running to Faxon D.  
"Atherton and Milton S. Latham, trustees; and,  
"whereas, it is probable that the receipts of said rail-

“road company will not be sufficient, for some time to  
“come, to pay the interest on said mortgage debt to the  
“stipulated amount of seven per cent. per annum; and,  
“whereas, the holders of said bonds are now entitled  
“to the full enjoyment of the security named in said  
“mortgage, and the same might now be enforced by  
“the said trustees, at their discretion, or on requirement  
“of the majority in interest of said bondholders; and,  
“whereas, it is the desire of the Oregon and California  
“Railroad Company, and of Ben Holladay, its presi-  
“dent, and the owner of the majority of its capital stock,  
“to enter into a satisfactory agreement with the holders  
“of the first mortgage bonds, so that they may not fore-  
“close the said mortgage and render the said stock of no  
“value; and whereas, Heinrich Hohenemser, director of  
“the Deutsche Vereins Bank at Frankfort-on-the-Main;  
“Aron Niederhofheim, manager of the branch of the  
“Bank of Commerce and Industry at Frankfort-on-the-  
“Main; Julius Schmidt, merchant at Frankfort-on-the-  
“Main; Adolph Otto, counsellor at law at Heilbronn in  
“the kingdom of Wirtenberg; Henry Villard, of Heidel-  
“berg in the Grand Duchy of Baden; Michael Benja-  
“maine, director of the Baierische Wechsler Bank at  
“Munich in the kingdom of Bavaria; Carl Staehelin-  
“Bucknow, of the firm of Iselin & Staehelin of Basle  
“in Switzerland; F. S. Van Nierop, director of the  
“Bank of Amsterdam in the kingdom of the Nether-  
“lands; and William Koester, of the firm of Koester  
“& Co., at Mannheim in the Grand Duchy of Baden,  
“are the holders of eleven thousand one hundred and

“forty-seven of said bonds of the Oregon and California  
“Railroad Company, to the amount, at their par value,  
“of six millions four hundred and sixty-eight thousand  
“and six hundred dollars (\$6,468,600), being a majority  
“in interest and number thereof; and, whereas, the  
“above-named bondholders insist that the creditors of  
“said company have a claim upon the stockholders  
“thereof, and upon certain parties heretofore directors  
“thereof, in respect to the amount of alleged unpaid  
“stock and otherwise. Now, therefore, in consideration  
“of the premises, and of other valuable considerations  
“of the parties hereunto moving, it is hereby agreed  
“by and between the said Heinrich Hohenemser, Aron  
“Niederhofheim, Julius Schmidt, Adolph Otto, Michael  
“Benjamin, Carl Staehelin-Bucknow, F. S. Van  
“Nierop and Wilhelm Koester, by their attorney in  
“fact, Henry Villard; and the said Henry Villard, as  
“parties of the first part, the Oregon and California  
“Railroad Company as party of the second part, Ben  
“Holladay as party of the third part, and Faxon D.  
“Atherton and Milton S. Latham, trustees, as parties  
“of the fourth part, as follows, to wit:

“ARTICLE 1. The parties of the first part shall  
“have the right, during the continuance of this agree-  
“ment, and are hereby vested with whatever power and  
“authority shall be requisite for the purpose, to nominate  
“three members of the board of directors of the said  
“Oregon and California Railroad Company, with power  
“to remove them when and so far as it legally may,  
“and to make new nominations and appointments in



“their place in case of removal, resignation, expiration  
“of their term of office, or a vacancy in said office  
“from any cause. And the parties of the second part,  
“and third part, respectively covenant and agree to  
“incorporate and renew, or retain forever, and cause  
“to be so incorporated, renewed or retained, such pro-  
“visions in the by-laws of the party of the second part,  
“without any modification at any time as shall fix the  
“number of directors at the number of seven, not less  
“than five of whom shall constitute a quorum; and in case  
“the number of directors should at any time be required  
“by law to be changed, the proportionate number to be  
“nominated and chosen in behalf of the parties of the  
“first part, and the proportion necessary to constitute  
“a quorum, shall in no case be diminished without the  
“written assent of the parties of the first part; and the  
“parties of the second and third parts further covenant  
“and agree, that the persons to be designated by the  
“parties of the first part, from time to time, for the  
“board of directors, shall be legally chosen by the stock-  
“holders, and shall be placed in all respects upon a per-  
“fect equality with the other members of the board; and  
“that they, the parties of the second and third parts,  
“will, in all respects, to the extent of their power, pro-  
“mote the wishes and interests of the parties of the first  
“part, as touching their representation in said board  
“of directors, or any changes in such representation;  
“and the party of the third part covenants and agrees,  
“at all times, on demand, to deliver to said parties of  
“the first part, or their financial agent, without charge,

“such number of shares of the capital stock of said railroad company as shall be requisite (under the law, or any rule or by-law of the company) to qualify their representatives as aforesaid to become lawful members of the board of directors; and the said party of the third part covenants and agrees to cause such shares to be registered in the books of said railroad company, in the names of such persons as shall be designated by the parties of the first part, as members of the board of directors as aforesaid. Said shares shall, on request of the parties of the first part, or their financial agent, be assigned in blank and deposited to the order of the parties of the first part, with the London and San Francisco Bank, limited, or such other banking institution, as the parties of the first part may designate. And it is also covenanted and agreed by the parties of the second and third parts, that, at the time of executing this agreement, a sufficient number of vacancies shall be created in the board of directors, by resignation or otherwise, to reduce said board to the number of four, and that thereupon three persons, to be nominated by the parties of the first part as aforesaid, shall be legally elected to said board forthwith. And the party of the third part hereby covenants that none of his shares of the capital stock of the Oregon and California Railroad Company shall be transferred without notice of this to the purchaser.

ARTICLE 2. The parties of the first part shall have, at all times, the right to be represented as to all

“matters concerning their interests in said railroad com-  
“pany, or the property thereof, by a financial agent for  
“the protection of the interests of the bondholders, who  
“shall be selected by the parties of the first part, and  
“who shall reside in such place as the said parties of  
“the first part may designate. The salary of the finan-  
“cial agent is hereby fixed at the sum of six thousand  
“dollars per annum, in gold coin; and the additional  
“sum of one thousand dollars per annum, in gold coin,  
“when said agent shall act as chief of the land depart-  
“ment, which salary shall be paid out of the receipts  
“of the railroad company. It is further covenanted  
“and agreed by and between the parties to this agree-  
“ment, that the salary of the president of the Oregon  
“and California Railroad Company shall not exceed  
“six hundred dollars per month, in gold coin, to be paid  
“out of the receipts of the company. The regular salary  
“of the attorney and solicitor of the company shall not  
“exceed the sum of five thousand dollars per annum, in  
“gold coin, to be paid out of such receipts.

“ARTICLE 3. It is further agreed by the parties  
“of the second and third part that all the receipts of  
“the party of the second part, from whatever sources,  
“shall be turned over to the financial agent, and all  
“money needed to meet the current expenditures of  
“the company shall be paid out by him, or on his order;  
“and, by proper arrangement between the financial  
“agent and the company, the particular terms of which  
“shall be expressed in a supplementary agreement, the  
“company shall be freed from embarrassment or delay

“in obtaining such portion of the earnings as shall be  
“required for the operation of the road. Until the ap-  
“pointment of the financial agent, and as long as he  
“shall not have entered upon the exercise of his func-  
“tions and during any vacancy at any time in the office  
“of the financial agent, the entire net receipts of the  
“railroad company (meaning, thereby, whenever the  
“term ‘net receipts’ is used herein, the receipts after  
“deducting what is needed for operating expenses, ex-  
“penses of the land department and necessary repairs),  
“shall be deposited, at the end of each month, with the  
“London and San Francisco Bank, limited, San Fran-  
“cisco, California, to the credit of the parties of the first  
“part, on account of the interest or coupons or certifi-  
“cates or unpaid interest, hereinafter named, or, on full  
“payment thereof, on account of the principal sum due  
“on the first mortgage bonds, if the same are then due  
“and payable. And it is further covenanted and agreed  
“by the parties of the second and third parts, that,  
“although the Board of Directors shall have the man-  
“agement of the company, no expenditures other than,  
“and over and above, the ordinary and usual repairs  
“of the road, depots, bridges, machinery, shops and  
“equipments, shall be incurred or made without the  
“consent of said financial agent; and at the request of  
“said financial agent, the Board of Directors of the  
“company shall be bound to cause to be made out of  
“the earnings of the party of the second part, whatever  
“repairs and improvements may be deemed necessary  
“by said financial agent, to keep the railroad in good

“working order, and to keep its depots and property in  
“good condition. The financial agent shall have the  
“right to pass over the road free of expense, to have  
“full and free access to all the books and papers of the  
“company at all reasonable hours; to inspect all its  
“work, buildings and property, and examine books, in-  
“ventories, cash and other assets of any description; to  
“control the keeping of its books and accounts, and to  
“make extracts from them; to point out and demand  
“the correction of any errors and irregularities in the  
“general management of the company, or in the dif-  
“ferent bureaus and departments of it; and whatever  
“information he may require regarding the management  
“of the company, shall at all times be furnished to him;  
“and all errors and irregularities shall be properly rem-  
“edied without delay, whenever they shall be pointed out  
“as aforesaid, and when the same can reasonably be  
“changed in accordance with his suggestion. No work  
“shall be done in the workshops of the company for out-  
“side parties, either private individuals or corporations;  
“and no part of the personal or real property of the com-  
“pany shall be sold, nor the use of it allowed, to outside  
“parties; and no new stock or bonds shall be issued and  
“no engagements and liabilities of any kind entered  
“into, except such as may be necessary for the operation  
“of the railroad, without the consent of said financial  
“agent in said matters respectively. The financial agent  
“may be designated as one of the three directors in said  
“railroad company, to be named by the parties of the  
“first part.



“ARTICLE 4. In case the net earnings of the railroad company, in the hands of the financial agent, including those placed to the credit of said parties of the first part, in the London and San Francisco Bank, limited, during the term of five years, beginning March first, eighteen hundred and seventy-four, shall not, for any of the periods of six months hereinafter defined, beginning March first, eighteen hundred and seventy-four, be sufficient for the payment of the semi-annual interest on all outstanding bonds, falling due for any one of the periods of six months preceding the first of April and the first of October, of each year, beginning with the half-year from April to October, in the year eighteen hundred and seventy-four, to the amount of at least one and one-fourth per cent., the party of the third part agrees to supplement the amount of the net earnings, whatever it may be, during any of the periods of six months hereinafter defined, during the said term of five years, with whatever amounts shall be necessary for the payment, semi-annually, of at least one and one-fourth per cent. interest on all the outstanding first mortgage bonds; provided, however, that the party of the third part shall not be required to contribute for this purpose more than the sum of twenty-five thousand dollars during any period of six months, nor more than fifty thousand dollars during any one year of said period of five years; it being understood that the party of the third part shall be liable for supplementary payments up to the total amount of fifty thousand dollars in any year, for five years, in the proportion that the



“net earnings of said railroad company shall be insufficient for the payment of the stipulated semi-annual interest aforesaid, for the respective years, but no more; and also, provided always, that in case the net earnings in either of the two periods of six months, in any one fiscal year of said five years, beginning March first, eighteen hundred and seventy-four, shall exceed the amount of one and a quarter per cent., aforesaid, for such six months then such excess, to an amount equal to the sum advanced, or to be advanced, by said party of the third part, by way of supplementing, as aforesaid, the interest due on said bonds for the other six months of such fiscal year, shall be paid or allowed in account to said party of the third part, after any deficiencies in the stipulated interest for the other of said two periods of six months has first been made up to the parties of the first part. But in no case shall there be any such payment, allowance, or transfer of receipts in any fiscal year aforesaid, by way of increasing or diminishing the interest or the sums to be paid by said party of the third part in any other fiscal year.

“In case the net earnings of the railroad company, in the hands of the financial agent, including those placed to the credit of said parties of the first part in the London and San Francisco Bank, limited, during the term of three years, beginning March first, eighteen hundred and seventy-nine, shall not, for any of the periods of six months hereinafter defined, beginning March first, eighteen hundred and seventy-nine, be sufficient for the payments on all outstanding bonds of

“the semi-annual interest for anyone of the periods of  
“six months preceding the first day of April and the  
“first day of October, of each year, beginning with the  
“half-year, from April to October, in the year eighteen  
“hundred and seventy-nine, to the amount of at least one  
“and three-fourths per cent., the party of the third part  
“agrees to supplement the amount of the net earnings,  
“whatever it may be, during any of the said periods of  
“six months hereinafter defined, for the said term of  
“three years, with whatever amount shall be necessary  
“to insure the payment, semi-annually, of at least one  
“and three-fourths per cent. interest on all outstanding  
“first mortgage bonds; provided, however, that the party  
“of the third part shall not be required to contribute for  
“this purpose more than the sum of twenty-five thou-  
“sand dollars during any period of six months; nor more  
“than fifty thousand dollars during any one year of  
“said period of three years, it being understood that the  
“party of the third part shall be liable for supplementary  
“payments up to the total amount of fifty thousand  
“dollars, in any year, for said three years, in the proposi-  
“tion that the net earnings of said company shall be  
“insufficient for the payment of the stipulated semi-  
“annual interest, aforesaid, for the respective years, but  
“no more; and also, provided furthermore, that in case  
“the net earnings in either of the two periods of six  
“months, in any one fiscal year during the period afore-  
“said, beginning March first, eighteen hundred and  
“seventy-nine, shall exceed the stipulated interest of one  
“and three-fourths per cent. for such period, as afore-

“said, then such excess, to an amount equal to the sum  
“advanced or to be advanced, by said party of the third  
“part, my way of supplementing, as aforesaid, the in-  
“terest due on said bonds for the other six months of  
“such fiscal year, shall be paid, or allowed in account,  
“to said party of the third part, after any deficiencies  
“in the stipulated interest, for the other of said two  
“periods of six months, has first been made up to the  
“parties of the first part. But in no case shall there be  
“any such payment, allowance, or transfer of receipts,  
“in any fiscal year aforesaid, by way of increasing or  
“diminishing the interest, or the sums to be paid by the  
“said party of the third part, in any other fiscal year.  
“The obligation of said party of the third part to make  
“such supplementary payments, shall be a purely pri-  
“vate and personal one, and said party of the third part  
“shall have no claim to be indemnified for such supple-  
“mentary payments by the railroad company, or any  
“other party, except as otherwise stated herein. And  
“the said party of the third part further agrees, at the  
“time of the execution of this agreement, to assume, or  
“pay, or cause to be paid, the floating debt of the com-  
“pany, now outstanding, to the extent of seventy-five  
“thousand dollars, not including interest on bonds, said  
“amount being estimated by said party of the third part,  
“to be all of said floating debt; and, in consideration of  
“this assumption and payment of said indebtedness, the  
“party of the second part shall transfer, assign and  
“convey to the party of the third part, contemporan-  
“eously with such payment, and the release of the com-

“pany from said floating debt, an equal amount of its  
“claims against the Oregon Central Railroad Company.  
“And the party of the third part hereby covenants and  
“agrees, with the parties of the first part, that the float-  
“ing debt of the company does not exceed said amount  
“of seventy-five thousand dollars; and that the entire  
“liabilities of the company, and all its contracts, shall be  
“made known to the parties of the first part, contempor-  
“aneously with the execution of these presents.

“ARTICLE 5. At the expiration of the period of  
“eight years, beginning March first, one thousand eight  
“hundred and seventy-four, and for the period beginning  
“March first, one thousand eight hundred and eighty-  
“two, and ending at the maturity of the principal of the  
“first mortgage bonds, it is hereby agreed, by the parties  
“of the second and third parts, that the holders of the  
“said bonds shall continue to receive the entire earnings,  
“and to distribute the net receipts, as above defined, of  
“the Oregon and California Railroad Company, through  
“the financial agent of the parties of the first part, as  
“aforesaid, to the amount of seven per centum interest  
“per annum, in gold, payable semi-annually, on all the  
“outstanding bonds, but the obligation of said party, of  
“the third part, to make up any difference that there  
“may be between the net receipts, and said reduced  
“annual interest, out of his private means, shall cease at  
“the expiration of said eight years, and after the expira-  
“tion of said eight years, and as long as the holders of  
“the first mortgage bonds outstanding shall receive all  
“the benefits secured to them in this agreement, and the

“net receipts of the company, according to the terms  
“of this agreement, whether the same amount to the sum  
“of seven per centum interest per annum on said mort-  
“gage bonds or not, and as long as the terms of this  
“agreement are in all respects complied with by the  
“parties of the second, third, and fourth parts, the Ore-  
“gon and California Railroad Company shall not be  
“dispossessed of its property by the parties of the first  
“part, or their assigns, on account of the non-payment  
“of said seven per centum interest per annum; and no  
“proceedings to collect the same or to enforce any of  
“the provisions of said mortgage in respect thereto, by  
“reason of any such default, shall be taken by the par-  
“ties of the first part, or their assigns upon, or by reason  
“of any of the bonds held by them as aforesaid, other-  
“wise than, and only so far as may be necessary to  
“save them from losing any rights secured or reserved  
“to them in this agreement, by reason of any statutes  
“of limitation.

“ARTICLE 6. As soon as the parties of the second  
“and third parts shall have fulfilled their obligations  
“under this agreement, regarding the coupons due Octo-  
“ber first, one thousand eight hundred and seventy-  
“three, April first, one thousand eight hundred and  
“seventy-four, and October first, one thousand eight  
“hundred and seventy-four, as far as they may be held  
“by the parties of the first part, such coupons shall be  
“deposited in the London and San Francisco Bank,  
“limited, or in the hands of some other party to be agreed  
“upon, to be held in trust for the parties who may be



“ultimately entitled to receive them under the terms  
“of this agreement; and in case the provisions of this  
“agreement are fully carried out according to its terms,  
“and the principal of said bonds, together with all unpaid  
“certificates hereinafter named, and the interest falling  
“due at the maturity of the bonds, shall be promptly  
“paid as herein provided, then the said coupons shall be  
“delivered up to the party of the second part for can-  
“cellation, but otherwise, and in case the parties of the  
“first part shall, by reason of the failure of the parties  
“of the second, third and fourth parts, to fulfill their  
“agreement, or by reason of bankruptcy, or for any  
“cause beyond their own control, be deprived of the  
“benefits of this agreement, or be driven to resort to a  
“foreclosure, they shall be restored to the parties of the  
“first part, in exchange for certificates of equal value  
“(having reference to their face value, and excluding  
“interest), as such certificates may be presented, and all  
“coupons remaining, over and above the amount of the  
“outstanding certificates, shall be returned to the party  
“of the second part to be cancelled; and in the same man-  
“ner, all succeeding coupons belonging to the parties of  
“the first part, after those falling due October first,  
“one thousand eight hundred and seventy-four, shall be  
“delivered up to the depositary aforesaid, as soon as the  
“parties of the second and third parts shall have ful-  
“filled their respective obligations regarding the said  
“coupons; all this is, on the express condition, however,  
“that the parties of the second, third and fourth parts  
“shall also comply with all the other covenants and



“agreements of these presents.

“The party of the second part shall issue certificates  
“of indebtedness in a form to be agreed upon, not bear-  
“ing interest, for the full amount of the coupons due  
“October first, one thousand eight hundred and seventy-  
“three, and April first, one thousand eight hundred and  
“seventy-four, and for whatever amount of the interest  
“due on the following coupons, shall remain unpaid,  
“under the terms of this agreement, after the supple-  
“mentary payments aforesaid; and whenever the net  
“receipts of the railroad company, in any one year shall  
“exceed seven per centum on the nominal value of all  
“the outstanding bonds, then, and in that case, one-half  
“of the excess shall be employed in the redemption of  
“said certificates of indebtedness, and the other half  
“shall be paid to the Oregon and California Railroad  
“Company for distribution, as dividend on its stock, or  
“otherwise, as the directors may lawfully determine;  
“and it is further agreed by the party of the second part,  
“that it will have the certificates of indebtedness pre-  
“pared with the least possible delay, and signed by its  
“proper officers, at or before the time when the coupons  
“respectively shall fall due, to which said certificates  
“relate, and all such certificates of indebtedness shall,  
“as soon as they are prepared and executed, be delivered,  
“for the purpose of being exchanged for coupons, to the  
“financial agent of the parties of the first part. Until  
“the financial agent shall be appointed, or during any  
“vacancy in said position of financial agent, said certi-  
“ficates shall be delivered to the London and San Fran-

“cisco Bank, limited, or whatever banking institution  
“shall be designated by the parties of the first part, to  
“the order of the parties of the first part; and the parties  
“of the first part shall deliver the certificates of in-  
“debtedness issued in place of the coupons due  
“October first, one thousand eight hundred and seventy-  
“three, and April first, one thousand eight hundred and  
“seventy-four, to the holders of these coupons, on the  
“surrender of each coupon, to the parties of the first  
“part, but the certificates of indebtedness which shall  
“be issued for the unpaid portion of the coupons, due  
“October first, one thousand eight hundred and seventy-  
“four, shall be delivered by the parties of the first part  
“to the parties respectively entitled thereto, only after  
“payment of the coupons due April first, one thousand  
“eight hundred and seventy-five, to the holders of said  
“coupons, on the surrender of such coupons to the parties  
“of the first part; and in the same manner all certificates  
“of indebtedness subsequently issued, shall always be  
“delivered only after the surrender of the coupons to  
“which said certificates of indebtedness respectively  
“relate, so that the possession of each coupon shall en-  
“title the holder thereof to receive the certificate of in-  
“debtedness issued, in order to supplement the cash  
“payment on account of the next proceeding coupons,  
“excepting always, however, as aforesaid, the certificates  
“to be issued for October first, one thousand eight hun-  
“dred and seventy-three, and April first, one thousand  
“eight hundred and seventy-four. The certificates of  
“indebtedness issued for any one period of six months,

“shall form a series, and the parties of the first part shall  
“determine whether, and what partial payment on the  
“certificates in any one series shall be made, in case there  
“shall not be sufficient means for the redemption of the  
“whole series; and no new series shall be redeemed in  
“part, or wholly, as long as a preceding series shall not  
“have been called in for redemption by the parties of  
“the first part. All moneys received for the redemption  
“of certificates shall be deposited by the financial agent  
“with the London and San Francisco Bank, limited,  
“or such other banking institution as the parties of the  
“first part may designate, to the credit of the parties of  
“the first part.

“ARTICLE 7. In order to insure punctual calculation and payment of the earnings to be applied for interest, and of the supplementary payments to be made by the party of the third part, the business year of the Oregon and California Railroad Company shall, for all purposes of this agreement, run from the first of March of each year to the following last day of February, both inclusive, and accounts shall be rendered accordingly, so that the net receipts of every six months, from March first to the last day of August, both inclusive, and from September first to the last day of February, both inclusive, shall be regularly applied to the payment of interest as hereinbefore provided.

“The obligations of the party of the third part, regarding supplementary payments on account of interest as hereinbefore provided, shall begin on the first day of March, eighteen hundred and seventy-four, and

“such supplementary payments shall be made by the  
“party of the third part on the first day of March and  
“the first day of September of each year, or within ten  
“days thereafter, during the whole term of eight years,  
“for which said obligations shall continue under the  
“terms of this agreement. The first supplementary pay-  
“ment shall be made by the party of the third part on  
“September first, eighteen hundred and seventy-four, or  
“within ten days thereafter. Notwithstanding these  
“provisions, however, it is not understood that the actual  
“payment of interest or coupons to the bondholders shall  
“be made before the first of October and the first of  
“April of each year. The supplementary payments of  
“the party of the third part shall be made to the financial  
“agent of the parties of the first part, or to such other  
“person as the parties of the first part may designate.

“ARTICLE 8. The parties of the second and third  
“parts also agree, that as soon as may be, after the ex-  
“ecution of these presents, a contract and reconveyance  
“of certain contracts, lands and property, named in the  
“deed of trust relating to the congressional land grant  
“of the Oregon and California Railroad Company, to  
“Milton S. Latham, Faxon D. Atherton, and William  
“Norris, trustees, dated April fifteenth, eighteen hun-  
“dred and seventy, by the said European and Oregon  
“Land Company to said trustees, a copy of which is  
“hereto attached, marked ‘A’, shall be duly executed  
“and delivered to the parties of the first part by, and on  
“behalf of, the European and Oregon Land Company,  
“and the other parties thereto; and that a contract be-

“tween said Ben Holladay, the Oregon and California  
“Railroad Company, and the said Milton S. Latham,  
“Faxon D. Atherton, and William Norris, trustees, and  
“Heinrich Hohenemser, Aron Niederhofheim, Julius  
“Schmidt, Adolph Otto, Michael Benjamin, Carl Stae-  
“helin-Bucknor, F. S. Van Nierop, and Wilhelm Koes-  
“ter, by which said Ben Holladay, and the Oregon and  
“California Railroad Company, among other things,  
“waive and relinquish the right to control the invest-  
“ment of the proceeds of the sale of the Congressional  
“land grant, a copy of which is hereto attached, marked  
“ ‘B’, shall be duly executed and delivered by the parties  
“thereto. And the parties of the second and third parts  
“also agree, that they will do, or cause to be done and  
“performed, all acts and things necessary and proper,  
“under the law, to be done and performed, in order to  
“secure to all concerned the full benefit of the said land  
“grant, and to confirm the title to the lands already  
“wholly or partly acquired by or for the benefit of the  
“Oregon and California Railroad Company, under the  
“Acts of Congress, or the laws of the State of Oregon;  
“and that said company will build, or cause to be built,  
“the telegraph lines and the remainder of its railroad  
“to the California line, provided the money necessary  
“therefor shall be furnished to the said company on  
“reasonable terms, and upon the best security which it  
“may hereafter be able to give.

“Said contract, marked respectively ‘A’ and ‘B’ and  
“also the other contracts hereinafter provided for, when  
“they shall be executed and annexed hereto, shall be



“deemed to be a part of these presents, as fully and to  
“the same intents and purposes, as if they were expressly  
“and at large incorporated herein.

“ARTICLE 9. The said party of the third part  
“hereby agrees that he will do all that he lawfully can  
“do, to carry into full effect, with all practicable speed,  
“by the execution of the necessary agreements, the pro-  
“visions of article twelve, of the paper signed by William  
“Norris, as agent, at Frankfort, on the ninth day of Jan-  
“uary, one thousand eight hundred and seventy-four,  
“which article is in the following words, to wit:

“‘Ben Holladay herein agrees to join with the  
“creditors of the Oregon Steamship Company, and the  
“creditors of the Oregon Central Railroad Company, in  
“any arrangement with their consent, by which the entire  
“property of these two companies, after their indebted-  
“ness is liquidated, shall belong to the railroad com-  
“pany, and be a further security by mortgage to the  
“bondholders,’ which agreements, when executed, shall  
“be deemed and taken to be a part of these presents. A  
“failure on the part of said companies to execute such  
“contracts within a reasonable time, shall give the par-  
“ties of the first part the option of treating these  
“presents as null and void, but shall have no other effect  
“whatever.

“ARTICLE 10. In the course of each month, there  
“shall be a settlement between the financial agent of the  
“parties of the first part and the party of the second  
“part, which settlement shall relate to and comprise the



“entire business of the railroad company during the  
“calendar month then last preceding; upon making  
“which settlement, said financial agent shall receive and  
“deposit the net earnings during the month for which  
“the said settlement is made, with the London and San  
“Francisco Bank, limited, or such other banking institu-  
“tion as the parties of the first part may designate, to  
“the order of said parties of the first part; or said  
“financial agent shall make such other disposition thereof  
“as said parties of the first part may direct. The de-  
“livery of the certificates of indebtedness and the pay-  
“ment of interest on said bonds, as hereinbefore pro-  
“vided, shall take place by and at the Deutsche Vereins  
“Bank at Frankfort-on-the-Main, or through such other  
“banking firm in that or any other place, as the parties  
“of the first part may designate; and the necessary re-  
“mittances for this purpose shall always be seasonably  
“made to the place and firm which the said parties of the  
“first part shall designate. The payments to be made  
“by the party of the second part, herein provided for,  
“and also the supplementary payments to be made under  
“the provisions of this agreement by the said party of the  
“third part, shall be made in full, and without any de-  
“duction, reservation, defense or protest, on any ac-  
“count; and, more particularly, no deduction, reserva-  
“tion, defense or protest shall be made on the ground  
“that all the holders of the bonds may not join in this  
“agreement.

“ARTICLE 11. In case of any failure on the part  
“of the party of the second, third and fourth parts to

“these presents, or on the part of either of the parties  
“contracting with the parties of the first part, and named  
“in the agreements heretofore referred to, and of which  
“copies are hereto annexed and to be annexed, to fulfill  
“the agreements made by them respectively as aforesaid,  
“fully and in all respects; or in any case, by reason of  
“the bankruptcy of either of the parties of the second  
“or third parts, hereto or otherwise, unless through some  
“act or default of the parties of the first part, it should  
“become impossible to carry out the provisions of this  
“agreement; then, and in any such case, the parties of  
“the first part, by the mere fact of such non-fulfillment,  
“or failure, or ascertained impossibility, shall become at  
“once reinstated to the fullest extent in all their original  
“rights and powers under the mortgage executed by said  
“party of the second part, to secure the payment of prin-  
“cipal and interest on the aforesaid bonds of the party  
“of the second part, and to all rights of action or other  
“rights, as against any stockholders of said company, or  
“other parties, in like manner as if this agreement had  
“never been made; but they shall, notwithstanding, be  
“deprived of no advantage then already gained by this  
“agreement, and shall lose no rights secured hereby,  
“and shall be liable to no claim or demand for the re-  
“covery of any money, rights or property secured by or  
“during the continuance of this agreement, except as  
“herein expressly provided. But otherwise than as  
“aforesaid, this agreement shall continue in force during  
“the whole period until the maturity of said bonds; pro-  
“vided only, that nothing herein contained shall prevent

“the parties of the first part from commencing any action or taking any steps or proceedings which may be necessary to prevent their losing any rights under the mortgage, or otherwise, by the operation of any statutes of limitation; but, in that case such action or proceeding shall not be prosecuted any further than may be necessary to prevent such loss while this agreement is in force, and the parties of the second and third parts respectively agree to co-operate with the said parties of the first part in any such action, and that they will take no advantage of any such statutes of limitation.

“ARTICLE 12. The parties of the second, third and fourth parts respectively, hereby admit and acknowledge that the parties of the first part are the lawful holders of the majority in interest, as well as in number, of the first mortgage bonds issued by the said party of the second part; and the parties of the first part hereby covenant and agree to, and with the parties of the second, third and fourth parts, that they are the owners and holders of the majority, both in interest and number, of the whole of the first mortgage bonds issued by the party of the second part, to wit: the number of eleven thousand one hundred and forty-seven of said bonds, amounting to six millions four hundred and sixty-eight thousand and six hundred dollars (\$6,468,600) thereof, at their par value; and they further covenant, that they have lawful power and authority to bind the amount of bonds named and the holders thereof, and that the numbers of bonds furnished the party

“of the second part by said parties of the first part, by  
“their attorney in fact, Henry Villard, for record, upon  
“the books of said party of the second part, are the num-  
“bers of the bonds held by said parties of the first part;  
“and they further covenant that they will cause all of  
“said bonds, so held by them, and all such other bonds  
“as shall hereafter become subject to the provisions of  
“this agreement, to be properly stamped with a mem-  
“orandum, showing that they are held subject to the  
“provisions of this agreement. The party of the third  
“part covenants that he owns and controls a majority  
“of the stock of the party of the second part.

“The parties of the second, third and fourth parts  
“admit and acknowledge that the parties of the first  
“part, or any three of them acting together, for and in  
“the name of the others, either personally or by an at-  
“torney at law, or fact, authorized in writing by said  
“parties of the first part, or any three of them (unless  
“an equal number should put upon record at the Regis-  
“try of Deeds for Multnomah county, in Oregon, their  
“denial of the right of any party of three to act), possess  
“the proper power and authority, now, and for all future  
“time, except only as herein otherwise expressly pro-  
“vided, to claim and represent, assert and defend, in or  
“out of courts, in all ways whatsoever, all the rights,  
“privileges and powers of a majority of the bondholders  
“under the mortgage in or relative to the railroad rolling-  
“stock, telegraph lines, and all other rights, privileges  
“and property named therein, and also to claim and rep-  
“resent, asert and defend, likewise, and in the manner

“and to the full extent aforesaid, all the rights, privileges, powers and claims secured and arising to the said majority of the bondholders, under the laws, and constitution of Oregon, and under the provisions of this agreement (including therein, now and always, when this agreement is in any manner named or referred herein, the provisions of all the contracts hereinbefore referred to, of which copies are, or may be hereto annexed, when the same are annexed). The parties of the first part, or any three of them acting together as aforesaid, shall in no case, except in case of conflicting claims on the part of two or more parties of three of said persons, composing the parties of the first part, be required to substantiate the existence, or continuance of their holding of the majority in interest, as well as in number, of the bonds issued by said party of the second part; and the said parties of the second, third and fourth parts, hereby expressly, and for all future time, except as herein otherwise expressly provided, waive all right to have, or demand proof of such holdings or continuance, from the parties of the first part, or any of them, or from any person or persons representing them, or any of them; and every power of attorney, and every other document signed by not less than three of the persons constituting and representing the said parties of the first part, except as herein provided, shall be as valid as though it were signed by all the persons constituting and representing it. No change in the persons composing the said parties of the first part, either from death, resignation or any



“other cause, or from the admission or reception of other  
“persons by said bondholders, shall in any way affect  
“the rights, privileges and powers of the parties of the  
“first part, except as herein otherwise expressly pro-  
“vided; and the persons thus newly admitted and re-  
“ceived shall be admitted to and held to possess, in all  
“respects, the same rights, privileges and powers, and to  
“be, in all respects, subject to the same provisions as  
“though they had originally joined in this agreement.  
“And whenever three of the persons, representing and  
“constituting the parties of the first part, shall make  
“and subscribe a formal declaration before any Ameri-  
“can consul or other magistrate authorized to take the  
“acknowledgement of deeds, that any new person, or  
“persons have been received and admitted among the  
“persons composing the parties of the first part, such  
“person or persons shall be held and deemed in all re-  
“spects as belonging to the parties of the first part, and  
“none of the other parties to this agreement, including  
“always the contracts, of which copies are or are to be  
“annexed, when the same shall be annexed, shall have  
“any right to question or contest the legality of such  
“constitution, or to demand further proof of it. All  
“acts and things whatever, which might be done per-  
“sonally hereunder, by the parties of the first part, or  
“any three of the persons composing them, including  
“acts authorized to be done as attorney for the party of  
“the third part, with others, may be done by the attorney  
“or representative of the parties of the first part, or any  
“three of said persons.



“ARTICLE 13. The parties of the first part agree  
“to allow and to secure, to the best of their ability, a  
“participation in all the benefits arising under this  
“agreement, in the just proportion of the respective  
“holding, to all the bondholders who shall join them in  
“carrying out the purposes of this agreement, and who  
“shall, in witness whereof, have affixed to or impressed  
“on their bonds and the coupons attached thereto, by the  
“parties of the first part, or its agents, the stamp in-  
“dicating their assent to this agreement, as before in-  
“dicated.

“ARTICLE 14. The party of the second part  
“binds itself to pay to the parties of the first part, for  
“the benefit of the Deutsche Vereins Bank, of Frank-  
“fort-on-the-Main, a commission of one-half of one per  
“cent. on all amounts disbursed by said bank under  
“this agreement, said commission being the charge of  
“said bank for making such disbursements.

“ARTICLE 15. The parties of the first part here-  
“by further covenant and agree, to and with the said  
“parties of the second, third and fourth parts, that, on  
“condition of their securing to the parties of the first  
“part, for all the bondholders, as aforesaid, the full bene-  
“fit of this agreement; and when the same shall have  
“been fully secured and received, then this agreement  
“shall stand and operate as a full release forever to each  
“and all of the stockholders and directors of the said  
“Oregon and California Railroad Company, from any  
“and all alleged liability, by reason of any claim that  
“any part of such stock has not been fully paid up, or

“otherwise, or by reason of any alleged wrongful acts  
“whatever on the part of any person or persons, as direc-  
“tors of such company, while acting in the capacity of  
“director, this release to operate in favor of all persons  
“who are now, or who ever have been, stockholders or  
“directors of said company, upon the conditions afore-  
“said; and said parties of the first part further covenant  
“and agree, to and with the parties of the second, third  
“and fourth parts, on the condition aforesaid, to accept  
“the provisions thereof in lieu of their rights to fore-  
“close and enforce payment under said mortgage; and  
“that they will not, so long as the benefits of this con-  
“tract are received by them, and the terms and conditions  
“thereof are fully performed by said parties of the sec-  
“ond, third and fourth parts, except as herein otherwise  
“provided, commence an action at law, or other pro-  
“ceeding, to recover the amounts due them for principal  
“or interest on said bonds, nor any foreclosure of the  
“mortgage, except as herein otherwise stated; and that,  
“on a full performance of the terms of this contract, they  
“will absolutely release the said company from all lia-  
“bility on its bonds or coupons. But nothing herein  
“contained shall be held to affect or diminish the  
“rights of the parties of the first part, as they now exist,  
“in case, by reason of the bankruptcy of the party of  
“the second or third parts, or for any other reason be-  
“yond their own control, the parties of the first part  
“shall be deprived of the benefit of these presents; and,  
“otherwise than as herein provided, all the existing rights  
“of the parties of the first part, under the mortgage,

“shall continue unaffected by these presents.

“ARTICLE 16. The parties of the fourth part  
“hereby assent to this contract, and agree, so far as they  
“lawfully may, not to enforce a foreclosure of said  
“mortgage during the continuance of this agreement,  
“and to co-operate, in all ways in which they lawfully  
“may, with the other parties to these presents, to secure  
“the full and faithful execution of all the terms thereof.

“ARTICLE 17. This agreement may, at any time,  
“be modified, by assent of the parties, and the parties  
“hereto respectively agree to join, at any time, in any  
“further agreements, and to execute any papers which  
“may be necessary or proper for the more full and ef-  
“fectual carrying out of the purposes of these presents.

“ARTICLE 18. All the agreements of the parties  
“to these presents are made by and between the parties  
“and their heirs, executors, administrators, successors  
“and assigns.

“In witness whereof, the said Oregon and California  
“Railroad Company, party of the second part, has, by  
“resolution of its board of directors, caused these  
“presents to be signed by its president and secretary,  
“and its corporate seal affixed; and the other parties  
“hereto, the said parties of the first part, except the said  
“Henry Villard, acting by their attorney in fact, Henry  
“Villard, have hereunto set their hands and seals in  
“quadruplicate, the twenty-fifth day of July, in the year  
“of our Lord, one thousand eight hundred and seventy-  
“four.

“In presence of, etc.: (Executed and acknowledged  
“by all the parties.)

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## NO. 2. AGREEMENT AS TO APPOINTMENT OF FINANCIAL AGENT.

WHEREAS, an agreement of compromise and  
“settlement of all disputes has been entered into by and  
“between the said Heinrich Hohenemser, Aron Nied-  
“erhofheim, Julius Schmidt, Adolph Otto, Henry Vil-  
“lard, Michael Benjamin, Carl Staehelin-Bucknor, F.  
“S. Van Nierop and Wilhelm Koester, holders of eleven  
“thousand one hundred and forty-seven of the bonds of  
“the Oregon and California Railroad Company to the  
“amount of their par value of six millions four hundred  
“and sixty-eight thousand six hundred dollars (\$6,468,-  
“600), as party of the first part, the Oregon and Cali-  
“fornia Railroad Company as party of the second part,  
“Ben Holladay as party of the third part, and Faxon  
“D. Atherton and Milton S. Latham, trustees, as party  
“of the fourth part; and whereas it is stipulated in said  
“agreement as follows, to wit: The party of the first  
“part shall have at all times the right to be represented  
“as to all matters concerning its interests in said rail-  
“road company, or the property thereof, by a financial  
“agent for the protection of the interest of the bond-  
“holders, who shall be selected by the party of the first  
“part, and shall reside in such place as the said party of  
“the first part may designate. The salary of the finan-

“cial agent, fixed at the sum of six thousand dollars  
“per annum in gold coin, and also the additional salary  
“of one thousand dollars per annum, in gold coin, when  
“said agent shall act as chief of the land department,  
“shall be paid out of the receipts of the railroad com-  
“pany.

“It is further agreed by the parties of the second  
“and third parts, that all receipts of the party of the  
“second part, from whatever sources, shall be turned  
“over to the financial agent, and all money needed to  
“meet the current expenditures of the company shall  
“be paid out by him, or on his order; and by proper  
“arrangement between the financial agent and the  
“company, the particular terms of which shall be ex-  
“pressed in a supplementary agreement, the company  
“shall be freed from embarrassment or delay in obtain-  
“ing such portions of the earnings as shall be required  
“for the operation of the road. Until the appointment  
“of the financial agent, and as long as he shall not have  
“entered upon the exercise of his functions, and during  
“any vacancy at any t ime in the office of the financial  
“agent, the entire net receipts of the railroad company  
“(meaning thereby wherever the term net receipts is  
“used herein, the receipts after deducting what is needed  
“for operating expenses, expenses of the land depart-  
“ment, and necessary repairs), shall be deposited at the  
“end of each month with the London and San Fran-  
“cisco Bank, limited, at San Francisco, California, to  
“the credit of the party of the first part, on account of  
“the interest or coupons or certificates for unpaid in-



“terest hereinafter named, or on full payment thereof,  
“on account of the principal sum due on the first mort-  
“gage bonds, if the same are then due and payable. And  
“it is further covenanted and agreed by the parties of  
“the second and third parts that although the board of  
“directors shall have the management of the company  
“no expenditures other than and over and above the  
“ordinary and usual repairs of the road, depots, bridges,  
“machinery shops and equipments, shall be incurred or  
“made without the consent of said financial agent, and  
“at the request of said financial agent, the board of di-  
“rectors of the company shall be bound to cause to be  
“made out of the earnings of the party of the second  
“part, whatever repairs and improvements may be  
“deemed necessary by said financial agent to keep the  
“railroad in good working order, and to keep its depots  
“and property in good condition.

“The financial agent shall have the right to pass  
“over the road free of expense, to have full and free  
“access to all the books and papers of the company at all  
“reasonable hours, to inspect all its work, buildings and  
“property, and examine books, inventories, cash and  
“other assets of any description, to control the keeping  
“of its books and accounts, to make extracts from them,  
“to point out and demand correction of any errors and  
“irregularities in the general management of the com-  
“pany, or in the different bureaus and departments of  
“it, and whatever information he may require regarding  
“the management of the company shall at all times be  
“furnished to him, and all errors and irregularities shall



“be properly remedied without delay whenever they  
“shall be pointed out as aforesaid, and when the same  
“can reasonably be changed in accordance with his sug-  
“gestion. No work shall be done in the workshops of  
“the company for outside parties, either private indi-  
“viduals or corporations, and no part of the personal or  
“real property of the company shall be sold, nor the  
“use of it allowed to outside parties, and no new stock  
“or bonds shall be issued, and no engagements and lia-  
“bilities of any kind entered into except such as may be  
“necessary for the operation of the railroad, without the  
“consent of said financial agent in said matters respec-  
“tively, which principal agreement is hereby made part  
“hereof. And whereas, Richard Koehler has been des-  
“ignated as such financial agent of said bondholders:

“Now, therefore, this supplemental agreement be-  
“tween the said Oregon and California Railroad Com-  
“pany, a corporation duly incorporated under the laws  
“of Oregon, party of the first part, and the said Hein-  
“rich Hoehnemser, Aron Niederhofheim, Julius  
“Schmidt, Adolph Otto, Henry Villard, Michael Ben-  
“jamin, Carl Staehelin-Bucknor, F. S. Van Nierop, and  
“Wilhelm Koester, parties of the second part, witness-  
“eth:

“First. That the said party of the first part hereby  
“agrees that the by-laws of the said Oregon and Cali-  
“fornia Railroad Company shall be, as soon as prac-  
“ticable, so amended as to create and provide for the  
“office of auditor of said company, and providing that  
“the duties of such auditor shall be the approval of all

“vouchers or warrants to be paid by the treasurer of  
“the company, and all disbursements by said company  
“except upon the pay-rolls of the company by indorsing  
“with his signature as auditor; and in like manner to  
“approve all requisitions for the purchase of supplies  
“and materials for the use of said company. And that  
“said by-laws shall be further amended so as to pro-  
“vide that the duties of chief engineer of said company  
“shall embrace the charge of all repairs necessary to the  
“road-bed, track, bridges, etc., and in conjunction with  
“the superintendent of the company to decide upon all  
“necessary repairs, improvements, addition and changes  
“of the road-bed, track, bridges, rolling stock, engines,  
“ferry boat, etc., and the work to be done by the com-  
“pany’s shops and, when approved by the president and  
“directors of the company, to assist in carrying out the  
“same.

“SECOND. Monthly settlements shall be had be-  
“tween said company and the financial agent aforesaid  
“on the first day of each month, or as soon thereafter  
“as the reports of the different departments, officers  
“and agents of said company are received, and the books  
“of the company written up for the business of the  
“month preceding, and thereupon the treasurer of said  
“company shall pay over to said financial agent and  
“auditor the net receipts of the preceding month, as  
“shown by the operating accounts for such month ap-  
“proved by such financial agent, for which said financial  
“agent shall receipt on account of the bondholders of  
“said company, under the provisions of said principal

“agreement.

“THIRD. The said financial agent of the party  
“of the second part, Richard Koehler, shall be appointed  
“to and retained in said office of auditor during the con-  
“tinuance of said principal agreement, or so long as he,  
“said Koehler, remains such financial agent; and no dis-  
“bursements shall be made by said company except upon  
“the pay-rolls of the said company, nor shall any sup-  
“plies be purchased by said company except upon the  
“approval of said financial agent as auditor aforesaid.

“In witness whereof said Oregon and California  
“Railroad Company has by resolution of its board of  
“directors caused these presents to be signed by its presi-  
“dent and secretary, and its corporate seal to be affixed,  
“and the said Henry Villard, one of the parties of the  
“second part, has hereunto set his hand and seal, and  
“each of the other of said parties of the second part,  
“by their attorney in fact, Henry Villard, their hands  
“and seals in duplicate, this twenty-fifth day of July,  
“in the year of our Lord, one thousand eight hundred  
“and seventy-four.

“In presence of J. N. Dolph, R. H. Fowler.

“(Seal.)

BEN HOLLADAY,

President of the Oregon and California  
Railroad Company.

A. G. CUNNINGHAM,

Secretary of the Oregon and California  
Railroad Company.

HENRY VILLARD.

HEINRICH HOHENEMSER, Seal.

ARON NIEDERHOFHEIM, Seal.

JULIUS SCHMIDT, Seal.

ADOLPH OTTO, Seal.

MICHAEL BENJAMIN, Seal.

CARL STAEHELIN-BUCKNOR, Seal.

F. S. VAN NIEROP, Seal.

WILHELM KOESTER, Seal.

By their attorney in fact, Henry Villard.

“State of Oregon, County of Multnomah.

“Be it remembered that on this twenty-fifth day of  
“July, in the year of our Lord one thousand eight hun-  
“dred and seventy-four, before me, the undersigned, a  
“notary public, in and for said county of Multnomah,  
“and state of Oregon, duly commissioned, sworn and  
“fully qualified, personally appeared the above named  
“Ben Holladay, president of the Oregon and California  
“Railroad Company, and A. G. Cunningham, secretary  
“of the Oregon and California Railroad Company,  
“whose names are subscribed to the foregoing instru-  
“ment as parties there to, personally known to me to  
“be the individuals described in, and who executed the  
“said instrument, and they severally acknowledged to  
“me that he, the said Ben Holladay, as president of the  
“said Oregon and California Railroad Company, and  
“he, the said A. G. Cunningham, as secretary of the Ore-

“gon and California Railroad Company, executed the  
“same as and for the act and deed of the said Oregon  
“and California Railroad Company, freely and volun-  
“tarily, and for the uses and purposes therein mentioned,  
“and the said A. G. Cunningham, being by me duly  
“sworn, did depose and say, that he is the secretary of  
“the Oregon and California Railroad Company, and  
“resides at the city of Portland, Multnomah county, in  
“the State of Oregon; that he is the legal custodian of,  
“and is acquainted with the corporate seal of said com-  
“pany; that the seal affixed to the foregoing instrument  
“is such corporate seal; that the same was so affixed by  
“him as secretary of said company, on the twenty-fifth  
“day of July, A. D. one thousand eight hundred and  
“seventy-four, by order of the board of directors of said  
“company, and that he signed his name as secretary to  
“said foregoing instrument by the like order of said  
“board of directors.

“In witness whereof, I have hereunto subscribed my  
“name, and affixed my notarial seal, the day and year  
“first above written.

“(Seal.)

JOSEPH SIMON,  
Notary Public, Oregon.

“State of Oregon, County of Multnomah, ss.

“Be it remembered that on this twenty-fifth day of  
“July, A. D. one thousand eight hundred and seventy-  
“four, before me, the undersigned notary public, within  
“and for said county of Multnomah, and State of Ore-  
“gon, appeared the within named Henry Villard, in



“his own proper person, and also the within named  
“Henry Hohenemser, by his attorney in fact, the said  
“Henry Villard, and also the within named Aron Neid-  
“erhofheim, by his attorney in fact, the said Henry Vil-  
“lard, and also the within named Julius Schmidt, by his  
“attorney in fact, the said Henry Villard, and also the  
“within named Adolph Otto, by his attorney in fact, the  
“said Henry Villard, and also the within named Carl  
“Staehelin-Bucknor by his attorney in fact, the said  
“Henry Villard, and also the within named F. S. Van  
“Nierop, by his attorney in fact, the said Henry Vil-  
“lard, and also the within named Wilhelm Koester, by  
“his attorney in fact, the said Henry Villard, to me per-  
“sonally known to be the individual described in, and  
“who executed the above and foregoing instrument of  
“writing, as well as his own right and on his own be-  
“half, as also for and on behalf of the said Heinrich  
“Hohenemser, Aron Niederhofheim, Julius Schmidt,  
“Adolph Otto, Michael Benjamin, Carl Staehelin-Buck-  
“nor, F. S. Van Nierop, and Wilhelm Koester, and  
“acknowledged to me that he executed the same.

“In witness whereof, I have hereunto set my hand  
“as such notary public, and affixed my notarial seal, on  
“this day and year last above written.

“(Seal.)

JOSEPH SIMON,

Notary Public, Oregon.

“State of Oregon, Department of State.

“I, Stephen F. Chadwick, secretary of the State of  
“Oregon, do hereby certify that Joseph Simon, whose



“name is subscribed to the foregoing and annexed certificate of acknowledgement to the foregoing instrument, was, at the time of the signing the same, to wit: “on the twenty-fifth day of July, A. D. one thousand “eight hundred and seventy-four, a duly commissioned, “qualified and acting notary public in and for Multnomah county, in the State of Oregon, and he was then “by the laws of the State of Oregon, duly authorized “and empowered to take and certify under his notarial “seal, acknowledgements to deeds of conveyances and “mortgages and other instruments of writing, and that “his certificate thereto is in due form of law, and that “full faith and credit are due to his official acts as “such.

“Witness my hand and the great seal of State at “office, in the city of Salem, State of Oregon, this—— “day of July, in the year of our Lord one thousand “eight hundred and seventy-four.

“(Seal.)

S. F. CHADWICK,  
Secretary of the State of Oregon.

“No. 3. CONTRACT BETWEEN MILTON S.  
“LATHAM, FAXTON D. ATHERTON AND  
“WILLIAM NORRIS, TRUSTEES, BEN  
“HOLLADAY, THE OREGON AND  
“CALIFORNIA RAILROAD COMPANY  
“AND THE BONDHOLDERS, AS TO THE  
“MANAGEMENT OF THE LAND GRANT.

“WHEREAS, the Oregon and California Railroad  
“Company has heretofore issued its bonds to the amount  
“of ten million nine hundred and fifty thousand dol-  
“lars (\$10,950,000), secured by the first mortgage on  
“all its road, franchises and property (excepting its land  
“grant), dated April fifteenth, eighteen hundred and  
“seventy. And whereas, contemporaneously therewith,  
“the said company conveyed, by a deed of the same date,  
“all its land grant to Milton S. Latham, Faxon D.  
“Atherton and William Norris, as trustees, for the pur-  
“pose of establishing a sinking fund for the redemption  
“of said bonds. And whereas, said two instruments were  
“each referred to in the other, and were part of one and  
“the same transaction. And whereas, the said sinking  
“fund trustees, aforesaid, sold and conveyed said land  
“grant, and certain rights and interest in the land and  
“property included in the said grant, to the European  
“and Oregon Land Company (a corporation established  
“under the laws of California), by deed of contract dated  
“March twenty-eighth, A. D. eighteen hundred and  
“seventy-one upon certain terms and conditions named

“in said deed. And whereas, the said railroad company  
“failed to pay its interest upon said bonds, falling due  
“in October, eighteen hundred and seventy-three (1873)  
“and in April, eighteen hundred and seventy-four  
“(1874), and will probably be unable to pay any interest  
“thereon for a considerable time to come, and the prop-  
“erty of said railroad company, named in said mortgage,  
“is now subject to foreclosure. And whereas, a ma-  
“jority, in interest and number, of the holders of said  
“mortgage bonds have proposed, forthwith, to fore-  
“close said mortgage, and to endeavor, by all suitable  
“means, to obtain a reconveyance for the benefit of all  
“the bondholders aforesaid, of the rights and property  
“sold to said land company, as aforesaid. And whereas,  
“an agreement for the settlement of all disputes be-  
“tween said railroad company and its bondholders has  
“been entered into between Heinrich Hohenemser and  
“others, and the said railroad company and others, of  
“even date herewith, of which these presents is to form  
“a part, and which is hereby referred to and made a  
“part of these presents. And whereas, the said rail-  
“road company, and Ben Holladay, its president, and  
“the owner of the majority of its capital stock, being  
“entitled, under the terms of said deed to the trustees  
“of said sinking fund, to advise and direct, in the in-  
“vestment of the proceeds of sales of land and other-  
“wise, have united with said bondholders in requesting  
“that said reconveyance should be made. And whereas,  
“the said European and Oregon Land Company, in  
“view of the premises, declines to carry out the terms

“and conditions of said deed of conveyance to them, and  
“desires that said reconveyance should be made, as afore-  
“said. And whereas, for these and other reasons, it is  
“believed to be greatly for the advantage of said rail-  
“road company and of all its bondholders, that said sale,  
“so far as may be, should be canceled, and said land  
“grant reconveyed upon equitable terms. And whereas,  
“the said European and Oregon Land Company have  
“spent certain sums of money causing plans, written  
“descriptions, and maps of the land named in said land  
“grant, to be made and circulated, and in advertising  
“the said land, and in maintaining agencies for the sale  
“thereof, and in other ways, which will be of great bene-  
“fit to all parties interested in the sale thereof. And  
“whereas, a contract and deed of reconveyance, by said  
“European and Oregon Land Company, to said Milton  
“S. Latham, Faxton D. Atherton, and William Norris,  
“trustees aforesaid, of all said land grant remaining un-  
“sold by said European and Oregon Land Company,  
“upon terms and conditions provided in said deed, has  
“been prepared and will be duly executed contempo-  
“raneously with this agreement, as supplementary to  
“said agreement between Heinrich Hohenemser and  
“others, and said railroad company and others, which  
“said agreement is made part hereof. And whereas, all  
“the parties hereto are interested in adjusting the con-  
“troversies that have arisen, touching the said land grant,  
“and the rights of the bondholders, and in securing to  
“the bondholders the fullest enjoyment of the benefits  
“intended to be given them in the deed of trust afore-

“said, which may be consistent with the rights of said  
“railroad company and others.

“Now, therefore, in consideration of the premises  
“and of the mutual agreements between the parties  
“hereto, it is hereby agreed by and between the parties  
“hereinafter named, and the heirs, executors, adminis-  
“trators, assigns, and successors of them, and each of  
“them, to wit: Milton S. Latham, Faxon D. Atherton  
“and William Norris, trustees, as parties of the first  
“part; Heinrich Hohenemser, director of the Deutsche  
“Vereins Bank, of Frankfort-on-the- Main; Aron Nied-  
“erhofheim, manager of the Branch Bank of Commerce  
“and Industry, at Frankfort-on-the-Main; Julius  
“Schmidt, of said Frankfort; Adolph Otto, of Heil-  
“bronn, in Wirtemberg; michael Benjamin, director of  
“the Baierische Wachslers Bank of Munich, in Bavaria;  
“Carl Staehelin-Bucknor, of Basle, in Switzerland; F.  
“S. Van Nierop, director of the Bank of Amsterdam,  
“at Amsterdam, in the kingdom of the Netherlands;  
“Wilhelm Koester, of Mannheim, in Baden, and  
“Henry Villard, by their attorney in fact, Henry Vil-  
“lard, and the said Henry Villard, acting together as  
“parties of the second part, the Oregon and California  
“Railroad Company as party of the third part, and Ben  
“Holladay, president of the said last-named company,  
“and the owner of the majority of its stock, as party of  
“the fourth part, as follows, to wit:

“First. During the continuance of the agreement  
“aforenamed, to which these presents are supplementary,  
“and as long as any part of the principal or interest on



“the bonds, secured by said mortgage, and any certificates for interest are unpaid, the said parties of the third and fourth parts hereby waive all rights, given them under the trust deed aforesaid, to control, direct, or interfere in the selling of the lands and property which have been reconveyed by said European and Oregon Land Company to said parties of the first part, and, as to the investment, or any changes in the investment, of the trust fund, named in said trust deed, and it is hereby agreed, by all the parties to these presents, that all said rights shall be exercised by the parties of the second part, but said parties of the third and fourth parts shall not be held responsible, in any respect whatever, for the management of said land department, except as to the payments herein provided for. “The said fund shall be invested and managed with a view to keep it at all times safe and free from depreciation in value, as well as to increase in volume. “No strip or waste of the said lands or property, or any part of it, by the said party of the third part, shall be practised or permitted, nor any use of timber or other materials, on or within said land, otherwise than as may be needed for the use of said party of the third part, in building, repairing or operating its road, without the consent of said parties of the second part. The said trustees, and either of them, and any of their successors, shall, at any time, on request in writing of said parties of the second part, resign their said trust, and the said parties of the third and fourth parts will forthwith accept said resignations, at any time, on request



“of said parties of the second part; and said party of  
“the third part hereby authorize its president or treasurer to waive notice, and accept such resignation at  
“any time, in its name; and said parties of the second  
“part shall have the right to nominate and appoint any  
“successor or successors to said trustees, or either of  
“them, or any successor of either of them; and all the  
“parties to these presents hereby, upon request of said  
“parties of the second part, agree to do all things, and  
“take all steps necessary or proper to secure the full  
“appointment and confirmation in office of any new  
“trustees so nominated and appointed by the parties of  
“the second part; and upon the payment in full of said  
“bonds, and all interest and unpaid certificates of interest, and of all the proper charges, expenses and disbursements of the trustees in and about said trust, any  
“trustees so nominated and appointed by said parties  
“of the second part, shall, on request of said party of  
“the third part, duly made and certified to them, forthwith resign said office. The salary of the parties of  
“the first part, and any successors in said trust, shall  
“not exceed one thousand dollars (\$1000) per annum  
“for each trustee, and shall be paid out of the revenues  
“of the land department. The funds provided for by  
“the terms of said deed of trust, and arising out of the  
“sale of said lands and property, may be invested in said  
“first mortgage bonds of the Oregon and California  
“Railroad Company, whenever the same can be obtained at not over par, and accrued interest in gold,  
“but they shall, in all cases, be bought at the lowest rates

“at which they can be obtained, after advertising for  
“proposals for not less than ten weeks, at least once a  
“week, in some one or more of the leading newspapers  
“of Portland, in the State of Oregon, San Francisco,  
“the City of New York, and Frankfort-on-the-Main.  
“Bonds of the party of the third part, so purchased,  
“shall not be re-issued or sold, but shall be held by said  
“trustees, who shall duly collect and receive the inter-  
“est thereon, as it may be paid under the terms of the  
“agreement above named, to which these presents are  
“supplementary; and said trustees, in their capacity as  
“bondholders, shall, in all respects, so far as they law-  
“fully may, co-operate with and assist said parties of  
“the second part in carrying out the terms of said agree-  
“ment.

“Second. All the business relating to the selling  
“and due advertising of said lands, or other property,  
“the establishing and maintaining of agencies and ap-  
“pointment of agent, and the entire management thereof,  
“shall be carried on under the direction of said parties  
“of the second part, as a part of the business of the Ore-  
“gon and California Railroad Company, and through  
“a bureau, to be known as the land department of said  
“company. The financial agent of the parties of the  
“second part, or other party, to be named by them, shall  
“be the chief officer of said land department, and the  
“expenses of said department, to the extent that it shall  
“not be self-sustaining, in each period of one year, shall  
“be paid out of the earnings of the party of the third  
“part; provided that not more than twenty thousand

“dollars in gold coin per annum shall be so applied in  
“each period of one year, and that, as to all outlays, over  
“and above the amount of ten thousand dollars  
“(\$10,000) per annum in gold, the party of the third  
“part shall be consulted, and unless such outlay, over  
“ten thousand dollars, receives the approval of the party  
“of the third part, not more than ten thousand dollars  
“shall be paid by the party of the third part as afore-  
“said.

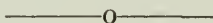
“Third. All the provisions of the agreement above  
“named, to which these presents are supplementary, re-  
“lating to the powers of the parties of the second part,  
“to do all acts and things whatsoever, and to exercise  
“all their powers by their financial agent or attorney,  
“and relating to the full recognition of the authority  
“and right to act of said parties of the second part, as  
“being a majority in interest and number of the bond-  
“holders, and their ownership in bonds, and to the con-  
“tinuance of their authority, and the coming in of new  
“parties to join them, and the effect thereof, and as to  
“the waiver of any right to object to the authority of  
“said parties of the second part, or the continuance  
“thereof, and to the rights of said parties of the second  
“part, in case of any failure of other parties to keep the  
“agreements entered into by them, and in case of bank-  
“ruptcy, and otherwise, and for further conveyances  
“and assurances to carry out the purposes of the agree-  
“ment, and all other provisions of said agreement to  
“which this is supplementary, shall be held to be appli-  
“cable hereto, and incorporated herein as fully as if here-

“in written down at large, so far as they are relevant  
“hereto, and not inconsistent herewith, and are hereby  
“accepted and agreed to by the parties to these pres-  
“ents; and these presents shall be treated in all re-  
“spects as part of said agreement.

“Fourth. If the Oregon and California Railroad  
“Company, in any of the eight years during which the  
“party of the fourth part has agreed, in certain con-  
“tingencies, to supplement the earnings of the said rail-  
“road company, shall pay any sum for the expenses of  
“the land department, in excess of the receipts from  
“that department, and the said Holladay, in the same  
“year shall be compelled to pay any sum toward supple-  
“menting the interest on the bonds of the railroad com-  
“pany as is provided in the said agreement to which  
“this is annexed (and it is expressly understood that  
“such supplementary payments are for the purpose of  
“making up all deficiencies after paying all amounts  
“herein specified, for the land department, as well as  
“other expenses of the railroad company), then, and in  
“every such case, the amount of such supplementary pay-  
“ments, up to but not exceeding the amount of the pay-  
“ments of said company toward said expenses during  
“said year, shall be repaid to said Holladay out of the  
“future net revenues of the said department, when it  
“shall be self-sustaining, or out of any net earnings, of  
“said company applicable to the payment of interest,  
“which are in excess of the rate of interest guaranteed  
“by said Holladay, in the manner aforesaid, to be paid  
“on its bonds during said term of eight years.

“IN WITNESS WHEREOF, The said Oregon  
“and California Railroad Company, party of the third  
“part, has, by resolution of its board of directors, caused  
“these presents to be signed by its president and secre-  
“tary, and its corporate seal to be affixed; and the  
“other parties hereto have hereunto set their hands and  
“seals, in quadruplicate, the parties of the second part,  
“except the said Henry Villard, by their attorney in fact,  
“the said Henry Villard, this the twenty-fifth day of  
“July, in the year of our Lord one thousand eight hun-  
“dred and seventy-four.

“In presence of, etc.; (Executed and acknowledged  
“by all parties.)



“NO. 4. AGREEMENT BETWEEN THE  
“EUROPEAN AND OREGON LAND COM-  
“PANY AND MILTON S. LATHAM, FAXON  
“D. ATHERTON AND WILLIAM MORRIS;  
“TRUSTEES, AD OTHERS.

“AN AGREEMENT made and entered into this  
“twenty-fifth day of July, one thousand eight hundred  
“and seventy-four, by and between the European and  
“Oregon Land Company, a body politic and corporate  
“under the laws of California, party of the first part;  
“Milton S. Latham, Faxon D. Atherton and William  
“Norris, all of the State of California, trustees, parties  
“of the second part; Henry Villard, of the city of Heidel-



“berg, Grand Duchy of Baden, Heinrich Hohenemser,  
“of the city of Frankfort-on-the-Main, Prussia, director  
“of the Deutsche Verein Bank in the same city, Aron  
“Neiderhofheim, of the city of Frankfort-on-the-Main,  
“director of the branch office at Frankfort-on-the-Main  
“of the Bank fuer Handel and Industrie at Darm-  
“stadt, Julius Schmidt, banker of the city of Frank-  
“fort-on-the-Main, Adolph Otto, doctor of law and at-  
“torney at law of the city of Heilbronn, kingdom of  
“Wirtemberg, Michael Benjamin, of the city of Mun-  
“ich, kingdom of Bavaria, director of the Baierische  
“Wechsler Bank, in the same city, Carl Staehelin-Buck-  
“nor, of the city of Basle, Switzerland, partner in the  
“house of Messrs. Iselin & Staehelin, in the same city,  
“F. S. Van Nierop, of the city of Amsterdam, king-  
“dom of the Netherlands, director of the Amster-  
“dam’she Bank of the same city; Wilhelm Koester, of  
“the city of Mannheim, Grand Duchy of Baden, bank-  
“er, partner in the house of Koester & Co., in the same  
“city, by the said Henry Villard, their attorney in fact,  
“parties of the third part; the Oregon and California  
“Railroad Company, a body politic and corporate under  
“the laws of Oregon, parties of the fourth part; and  
“Ben Holladay, of the State of Oregon (who is presi-  
“dent of the last named company and the owner of a  
“majority of its capital stock), party of the fifth part,  
“witnesseth:

“WHEREAS, The said party of the fourth part,  
“heretofore, to-wit: on the fifteenth day of April, one  
“thousand eight hundred and seventy. made its certain



“indenture of mortgage of that date, of certain of its  
“property therein described, to said Faxon D. Ather-  
“ton and Milton S. Latham, as trustees, to secure the  
“payment of certain of its bonds, which mortgage was  
“duly recorded in the office of the record of mortgages  
“in the county of Multnomah, State of Oregon, in book  
“K of mortgages, on pages seven hundred and forty-  
“five and following, to which mortgage and the record  
“thereof direct reference is made.

“AND WHEREAS, at the date last aforesaid, said  
“party of the fourth part, for the purpose of creating  
“a sinking fund for the payment of the said bonds,  
“conveyed by its certain deed of that date to the parties  
“of the second part all the lands and franchises with  
“their appurtenances lying and being in the State of  
“Oregon, granted, or intended to be granted, to the  
“Oregon company by Act of Congress, approved July  
“twenty-fifth, A. D. one thousand eight hundred and  
“sixty-six, entitled ‘An Act granting lands to aid in the  
“construction of a railroad and telegraph line from the  
“Central Pacific Railroad in California to Portland, in  
“Oregon,’ and acts supplemental thereto and amenda-  
“tory thereof, and also, all the right, title, interest, claim,  
“property and demand whatsoever, both legal and  
“equitable, present and prospective, absolute and con-  
“tingent, which the party of the first part hereto, now  
“has, or owns, or to which it is in any way entitled in  
“and to any and all land and franchises in the State of  
“Oregon granted, or intended to be granted to the Ore-  
“gon company by the Acts of Congress aforesaid, and

“also, all future right, title, interest, claim, property  
“and demand, which the party of the first part hereto  
“may at any time hereafter have, own or acquire to any  
“lands lying and being anywhere in the State of Ore-  
“gon, or in any county thereof, by virtue of any further  
“compliance with the requirements of such Acts of Con-  
“gress by the party of the first part hereto, together with  
“all and singular the hereditaments, and appurtenances  
“thereunto belonging or in any wise appertaining in  
“trust nevertheless for the uses and purposes specified  
“in said deed of trust, which said deed was duly record-  
“ed in book K of records of deeds of said last named  
“county, on pages seven hundred and twenty-seven and  
“following, to which deed and the record thereof direct  
“reference is made.

“AND WHEREAS, said parties of the second part  
“in part execution of their said trust, did on the twenty-  
“eighth day of March, one thousand eight hundred and  
“seventy-one, make a certain deed and agreement of sale  
“and conveyance with said party of the first part  
“(which was mutually executed by said parties) con-  
“veying to said party of the first part the lands and  
“property lastly above described, upon certain terms  
“in said agreement of sale and conveyance described,  
“which said deed is recorded in said county last named  
“in book N of records of deeds of said county to which  
“deed and record direct reference is here made. And  
“whereas, said agreement last aforesaid remains only in  
“part executed; and comparatively but a small portion  
“of said lands have been sold by said parties of the first

“part; and the parties of the third part who are the owners and possessors of a majority of said bonds referred to in the above mentioned deeds of mortgage and trust, together with the said party of the fourth part deem it to be for the interest of the said party of the fourth part as well as for the whole body of said bondholders, that said sale so far as may be should be canceled and said land reconveyed, upon equitable terms as herein provided. And whereas, said party of the first party has spent large sums of money in causing plans, written descriptions and maps of the land in said land grant to be made and circulated, and in advertising the said lands and in maintaining agencies for the sale thereof, and in other ways which will be of great benefit to all parties interested in the sale thereof. And whereas, all parties hereto are interested in adjusting the matters aforesaid, and in securing to the bondholders the fullest security to be obtained from the said lands so conveyed in trust to said parties of the second part.

“AND WHEREAS, the parties hereto have agreed upon such cancellation and rescission of said agreement between said parties of the first and second part a restoration of said parties to their respective original positions, so far as may be.

“Now, therefore, the party of the first part, in consideration of the premises and the sum of one dollar to it in hand paid by the said parties of the second part (the receipt whereof is hereby acknowledged) has

“remised, released, sold and assigned and by these pres-  
“ents does remise, release, sell, assign, convey and con-  
“firm (with certain exceptions hereinafter named) to  
“said parties of the second part and their heirs, suc-  
“cessors and assigns forever, all the land and franchises,  
“with all rights and privileges, easements and appurte-  
“nances thereunto belonging, lying and being in the  
“State of Oregon, granted or intended to be granted to  
“the Oregon company by Act of Congress, approved  
“July twenty-fifth, eighteen hundred and sixty-six, en-  
“titled ‘An Act granting lands to aid in the construction  
“of a railroad and telegraph line from the Central Pa-  
“cific in California to Portland in Oregon, and Acts  
“supplemental thereto, and amendatory thereof; and  
“also (with certain exceptions hereinafter named) all  
“the contracts, rights, title, interest, claim, property and  
“demand, whatsoever, both legal and equitable, present  
“and prospective, absolute and contingent, which the  
“party of the first part heretofore had, or owned, or to  
“which it became in any way entitled under and by vir-  
“tue of said deed from the party of the second part,  
“dated March twenty-eighth, A. D. eighteen hundred  
“and seventy-one, or of any other deeds or contracts, if  
“such there be, or of any acts heretofore done by the  
“party of the fourth part, in compliance with said Acts  
“of Congress, to the lands and property named in said  
“deed, and to all lands, rights, property and franchises  
“in the State of Oregon, granted or intended to be grant-  
“ed, to the Oregon company by the Acts of Congress  
“aforesaid; and also (with certain exceptions hereinafter

“stated) all future right, title, interest, claim, property  
“and demand which the party of the first part may at  
“any time hereafter have, own, or acquire, in or to any  
“lands, rights, or property, in the State of Oregon, or  
“any county thereof by virtue of any further compliance  
“with the requirement of said Acts of Congress by the  
“party of the fourth part, or its grantors; and also all  
“maps, plans, office furniture, leases, contracts, bonds,  
“notes, mortgages, and other securities and property,  
“real and personal and all accounts, moneys, claims,  
“demands, rights and privileges, legal or equitable which  
“the said party of the first part now has or owns, or to  
“which it is in any way entitled, saving and excepting,  
“nevertheless, out of the premises all money or property  
“that the parties of the first part may procure, get or  
“receive as indemnity and reimbursements as herein pro-  
“vided, and also expressly saving and excepting, never-  
“theless, out of the premises and from the operation of  
“these presents, the corporate rights and franchise of the  
“said party of the first part, and the lands and rights  
“heretofore conveyed or granted by it, being the prem-  
“ises named in certain deeds as follows, to-wit:

“Lot number one, section eleven, township two  
“south, of range two west, containing 10.68 acres.

“Northwest quarter of section seventeen, and north-  
“west quarter of south-west quarter of section thirteen,  
“township two south, range four east, containing 200  
“acres.

“West half of south-west quarter and north-east



“quarter of the north-east quarter of section five, township two south, range four west, containing 119.48 acres.

“Lots one and eight of section nine, township two south, range one east, containing 21.92 acres.

“Lots one and two of section nineteen, township two south, range four east, containing 46.36 acres.

“Lots three and eight of section twenty-seven, township thirteen south, range five west, containing 19.91 acres.

“South-west quarter of south-east quarter, and south-east quarter of south-west quarter of section eleven, township two south, range three west, containing 80 acres.

“Lot number one of north-east quarter of section fifteen, township three south, range one east, containing 22.24 acres.

“Lot number two of section thirty-one, township three south, range four east, containing 28.60 acres.

“North-east quarter of section thirteen, and south-east quarter of north-east quarter of section thirty-one, township three south, range two east, containing 200 acres.

“North-east quarter of north-east quarter of section seven, township three south, range one west, containing 40 acres.

“South-east quarter of section nineteen and north-west quarter of north-east quarter, and south-east



“quarter of north-west quarter of section twenty-nine,  
“township four south, range four east, containing 240  
“acres.

“Lot one of section twenty-seven, and lot one of  
“section twenty-nine, township four south, range one  
“west, containing 5.69 acres.

“North-east quarter of north-west quarter of section  
“three, township four south, range three east, contain-  
“ing 40.20 acres.

“Lot two of section one and south-west quarter of  
“north-west quarter of section eleven, and lot six of  
“section fifteen, township four south, range five west,  
“containing 95.10 acres.

“South-east quarter of north-east quarter of section  
“nineteen, township four south, range four east, contain-  
“ing 40 acres.

“Lot one of section nine and lot one of section nine-  
“teen, and lot three and four of section twenty-five, town-  
“ship five south, range four west, containing 26.73 acres.

“Lots three and four of section one and south-west  
“quarter of south-east quarter of section nine, and lot  
“two of section twenty-nine, township five south, range  
“six west, containing 96.14 acres.

“Lot two of section seven, township six south, range  
“five west, containing 15.14 acres.

“Lot three of section twenty-nine, and lot two of  
“section seventeen, township thirteen south, range five  
“west, containing 26.20 acres.

“Lot eight and north-east quarter of the north-east quarter of section twenty-three, township fourteen south, range three west, containing 43.69 acres.

“Lots one and two of section twenty-nine, township two south, range one east, containing 57.66 acres.

“South-east quarter of south-east quarter of section five, township three south, range one east, containing 40 acres.

“South-west quarter of south-west quarter, and north-west quarter of north-west quarter of section one, township three south, range two east, containing 78.52 acres.

“North-west quarter of south-east quarter of section thirteen, township two south, range three east, containing forty acres.

“Northeast quarter of south-east quarter of section thirteen, township two south, range three east, containing 40 acres.

“Lot five of section twenty-five, township two south, range three east, containing 31.98 acres.

“Lot three of section five, township three south, range three east, containing 17.25 acres.

“Lot two of section thirteen, township three south, range three east, containing 21.56 acres.

“Lot seven of section thirteen, township three south, range three east, containing 47.29 acres.

“Lot one of section seventeen, township three south,

“range three east, containing 38.36 acres.

“South-west quarter of north-west quarter of section “seventeen, township three south, range three east, containing 40 acres.

“North-east quarter of north-east quarter of section “one, township four south, range three east, containing “40.09 acres.

“North-west quarter of north-east quarter of section “one, township four south, range three east, containing “40.08 acres.

“North half of south-west quarter of section seven, “township one south, range four east, containing 80.15 “acres.

“North half of south-west quarter of section one, “township three south, range four east, containing 80 “acres.

“North half of north-west quarter of section one, “township three south, range four east, containing “82.75 acres.

“South-west quarter of north-west quarter and “north-west quarter of south-west quarter of section “eleven, township three south, range four east, containing 80 acres.

“South half of south-east quarter of section thirty- “one, township one south, range one west, containing “80 acres.

“South half of north-east quarter of section five,

“township two south, range one west, containing 80  
“acres.

“North half of south-east quarter of section thirteen,  
“township two south, range one west, containing 80  
“acres.

“Southeast quarter of south-west quarter of section  
“one, township three south, range one west, containing  
“fifty acres.

“South-east quarter and south half of north-east  
“quarter of section twenty-five, township one south,  
“range two west, containing 240 acres.

“North-west quarter of north-east quarter, and lots  
“three and four, of section twenty-seven, township one  
“south, range two west, containing 107.07 acres.

“Lot one of section five, township two south, range  
“two west, containing 13 acres.

“South-west quarter of north-west quarter of sec-  
“tion seven, township two south, range two west, con-  
“taining 41.96 acres.

“South-east quarter of north-west quarter of section  
“seven, township two south, containing 40 acres.

“Lots three and four of section nine, township two  
“south, range two west, containing 19.60 acres.

“North-east quarter of north-east quarter of section  
“twenty-three, township two south, range two west,  
“containing 40 acres.

“West half of south-west quarter of section one;

“township two south, range three west, containing 80  
“acres.

“North-east quarter of south-east quarter of section  
“three, township two south, range three west, containing  
“40 acres.

“North-west quarter of south-west quarter of section  
“11, township two south, range three west, containing  
“40 acres.

“Lot five of section twenty-one, township two south,  
“range three west, containing 30.86 acres.

“North-west quarter of south-east quarter of section  
“twenty-three, township two south, range three west,  
“containing 40 acres.

“Lot two of section eleven, township one south, range  
“two east, containing 37.66 acres.

“North-east quarter of north-east quarter of section  
“fifteen, township one south, range two east, containing  
“40 acres.

“South-west quarter of north-east quarter of section  
“five, township one south, range three east, containing  
“40 acres.

“North-west quarter and lot two of section five,  
“township one south, range three east, containing 165.92  
“acres.

“North half of north-east quarter of section seven,  
“township one south, range three east, containing 80  
“acres.

“Lot six of section thirteen, township three south, range three east, containing 28.80 acres.

“South half of north-west quarter of section one, township three south, range four east, containing 80 acres.

“Lots one and two of section three, township two south, range one west, containing 40 acres.

“North-west quarter of south-east quarter and north-east quarter of south-west quarter of section seven, township two south, range one west, containing 80 acres.

“Lots six and eight of section seventeen, township one south, range two west, containing 38.50 acres.

“Lots three and four of section thirty-three, township one south, range two west, containing 55.66 acres.

“East half of south-east quarter of section eleven, township two south, range three west, containing 80 acres.

“Lot one of section twenty-five, township three south, range four west, containing 6.96 acres.

“Lot eight of section three, township five south, range three west, containing 10.78 acres.

“But as to all these excepted parcels, the party of the first part hereby grants and conveys all the remaining rights, title and interest therein, if any there be, legal or equitable. Meaning and intending hereby, among other things, to reconvey to the party of the



“second part, everything whatsoever, excepting as aforesaid, heretofore conveyed or granted by said party of the second part to said party of the first part thereof and fully to reinstate the party of the second part, so far as may be done, and with exceptions aforesaid, in all the property, franchises, ownership, rights and privileges touching the premises which it had before the said deed was made by them to the party of the first part.

“TO HAVE AND TO HOLD the granted premises unto the said party of the second part and their heirs, successors and assigns forever; but in trust nevertheless, for the same uses and purposes, and upon the same conditions and covenants named in said deed of trust, from the party of the fourth part to the party of the second part, dated April fifteenth, eighteen hundred and seventy.

“And the parties of the second part hereby accept said conveyance and agree to hold the said land upon the trusts hereinbefore referred to.

“But this conveyance is made upon the express condition that the parties of the second part agree, and do hereby agree to and with the parties of the first part to fulfill and perform all the contracts for sales or conveyance of any of said lands, heretofore made by said party of the first part with the purchaser, and do further agree to reimburse the party of the first part or cause it to be reimbursed in full, out of the net proceeds of lands coming into their hands for all outlays

“or disbursements in its said business; and do further  
“agree to release and discharge the parties of the first  
“part from the payment of any of the sums of money  
“or the performance of any of the matters and things  
“on its part to be made, done and performed, as set  
“forth in said conveyance and agreement of the said  
“twenty-eighth day of March, eighteen hundred and  
“seventy-one, and to release and indemnify the party  
“of the first part, or to cause it to be indemnified, when  
“and to the extent that said parties of the second party  
“may have in their hands, any net proceeds from the sale  
“of lands, from and against all contracts or liabilities  
“which it may be under relative to the granted premises,  
“and in all other matters for and against which said  
“party of the first part equitably and in good conscience  
“has a right to be reimbursed, indemnified and pro-  
“tected.

“Such indemnity and repayment shall also be re-  
“duced to the extent that any one or more of the stock-  
“holders shall waive, or has waived, his right to any  
“share or interest therein, in favor of the bondholders;  
“and all rights of parties, within the said party of the  
“first part, as among themselves, or in relation to the  
“company, shall be adjusted as they and said company  
“may agree.

“For the ascertaining of the payment and indemnity  
“to be allowed by said parties of the second part to the  
“party of the first part, it is agreed that, on motion of  
“either of the parties of the second or third parts, three

“arbitrators shall be appointed, one to be chosen by  
“each of said last named two parties, and the third by  
“the two so chosen; and in case either party or arbi-  
“trator, as the case may be, having been fairly notified  
“in writing for seven days of the choice of the other  
“party or arbitrator, as the case may be, shall fail to  
“notify the other party or arbitrator, as the case may  
“be, of his own choice, then the principal consular offi-  
“cer of the German empire, at San Francisco, shall  
“upon being notified of such failure be, authorized to fill  
“the vacancy forthwith, and immediate notice shall be  
“given of his action to both of said parties or arbitrators,  
“as the case may be.

“The decision of the said three arbitrators, or, in  
“case of disagreement, of a majority of them, shall be  
“final.

“And said arbitrators, in making their award, shall  
“not be bound by the strict rules of law or equity, as  
“administered in courts, but shall make a fair and  
“equitable adjustment.

“The party of the third part may, if it sees fit, and  
“by consent of the arbitrators, cause any part of the  
“personal property hereby conveyed, to be returned to  
“the party of the first part in lieu of, or in lieu of mak-  
“ing compensation.

“And the said parties of the third part do hereby  
“covenant and agree to, and with said parties of the  
“first part, in consideration of the premises and the sum

“of one dollar to them in hand paid by said party of  
“the first part, the receipt whereof is hereby acknowl-  
“edged, that they, the parties of the third part, will in-  
“demnify, save and keep harmless the said party of the  
“first part, of and from all loss and damage by reason  
“of the execution of these presents by the party of the  
“first part, and against any and all claims against said  
“party of the first part, for the purchase-money by them  
“to have been paid under and by virtue of said agree-  
“ment between said parties of the first and second parts,  
“dated the twenty-eighth day of March, one thousand  
“eight hundred and seventy-one.

“In witness whereof, the said parties of the second,  
“third and fifth parts have hereunto set their hands and  
“seals, the parties of the second and fifth parts, and the  
“said Henry Villard, in person, and others of said at-  
“torney in parties of the third part by their said fact,  
“Henry Villard; and the parties of the first and fourth  
“parts, corporations aforesaid, have caused these pres-  
“ents to be signed by their respective presidents and  
“secretaries, and their corporate seals respectively to be  
“hereunto affixed, all in quadruplicate, the day and  
“year above written.

“(Executed and acknowledged by all the parties.)

“NO. 5. CONTRACT AS TO THE OREGON  
“STEAMSHIP COMPANY.

“WHEREAS, The Oregon and California Rail-  
“road Company is now unable to pay the full interest on  
“its first mortgage bonds and has defaulted in the  
“payment of the coupons due October first, eighteen  
“hundred and seventy-three, and April first, eighteen  
“hundred and seventy-four; and whereas, said company  
“is under the necessity, in order to avoid the foreclosure  
“and sale of the road by the bondholders, to make a com-  
“promise with the latter, which compromise has been  
“made known to all the parties of this agreement; and  
“whereas, it is one of the conditions of said compromise  
“that the receipts of the Oregon Steamship Company  
“and the securities of said company now pledged as col-  
“laterals for the benefit of certain creditors of said com-  
“pany shall be an additional security to the holders of  
“the first mortgage bonds of the Oregon and California  
“Railroad Company and serve to supplement the pay-  
“ment of principal and interest of said lands; and where-  
“as, the Oregon Steamship Company has the greatest in-  
“terest in the conclusion of such compromise, inasmuch  
“as by the foreclosure and sale of said railroad, the traf-  
“fic, and revenues of said Oregon Steamship Company  
“would be very much diminished; and whereas, Messrs.  
“Heinrich Hohenemser, director of the Deutsche Ver-  
“eins Bank at Frankfort-on-the-Main, Aron Nieder-  
“hofheim, manager of the Branch of the Bank of Com-  
“merce and Industry, at Frankfort-on-the-Main, Julius

“Schmidt, merchant at Frankfort-on-the-Main, Adolph  
“Otto, counselor at law at Heilbronn in the kingdom of  
“Wirtemberg, Henry Villard, of Heidelberg in the grand  
“Duchy of Baden, Michael Benjamin, director of Baier-  
“ische Wechsler Bank at Munich in the kingdom of  
“Bavaria, Carl Staehelin-Bucknor, of the firm of Ise-  
“lin & Staehelin, of Basle, in Switzerland, F. S. Van  
“Nierop, director of the Bank of Amsterdam, in the  
“kingdom of the Netherlands, and William Koester,  
“of the firm of Koester & Company, at Mannheim, in  
“the grand duchy of Baden, have established and proved  
“their ownership of six millions four hundred and sixty-  
“eight thousand six hundred dollars of the bonds of the  
“Oregon and California Railroad Company; and where-  
“as, the parties aforementioned are admitted to be the  
“lawful owners of the majority in interest as well as in  
“number of the first mortgage bonds of the Oregon  
“and California Railroad Company by said Oregon  
“Steamship Company as well as by all the other parties  
“to this agreement; and whereas, the creditors of said  
“steamship company, to-wit: Messrs. Sulzbach Broth-  
“ers, of Frankfort-on-the-Main, and others represented  
“by Milton S. Latham, as trustee and attorney in fact,  
“have a claim against said company amounting to eight  
“hundred thousand (\$800,000) dollars in gold coin,  
“money loaned, in cash, with interest at the rate of ten  
“(10) per cent. per annum; and whereas, the principal  
“and interest of said claim is secured by a pledge of two  
“millions of the first mortgage bonds of the Oregon  
“Steamship Company, principal and interest payable in



“gold, and of twenty-nine thousand nine hundred and  
“ninety-eight (29,998) shares of the capital stock of said  
“steamship company as collateral security; and whereas,  
“said creditors are equally interested with said steamship  
“company in the conclusion of the compromise between  
“the Oregon and California Railroad Company and  
“the holders of its first mortgage bonds; and whereas,  
“some of the said creditors of said Oregon Steamship  
“Company are creditors of the Oregon Central Railroad  
“Company, to the amount of one million (\$1,000,000)  
“dollars, gold, money loaned, with interest; and where-  
“as, said creditors are equally interested in the preser-  
“vation of the Oregon and California Railroad Com-  
“pany and the prevention of the foreclosure, and are de-  
“sirous that the net receipts of the Oregon Steamship  
“Company shall be to a certain degree, conditional se-  
“curity for their said loan to the Oregon Central Rail-  
“road Company.

“In consideration of the premises and of other valu-  
“able considerations, the parties above named hereunto  
“moving, the Oregon Steamship Company as party of  
“the first part, the Oregon and California Railroad Com-  
“pany as party of the second part, the said Heinrich  
“Hohenemser, director of the Deutsche Vereins Bank  
“at Frankfort-on-the-Main, Aron Niederhofheim,  
“manager of the Branch of the Bank of Commerce and  
“Industry at Frankfort-on-the-Main, Julius Schmidt,  
“merchant at Frankfort-on-the-Main, Adolph Otto,  
“counselor at law at Heilbronn, in the kingdom of Wirt-  
“temberg, Michael Benjamin, director of the Baierische

“Wechsler Bank at Munich in the kingdom of Bavaria,  
“Carl Staehelin-Bucknor, of the firm of Iselin & Staehelin, of Basle, Switzerland, F. S. Van Nierop, director  
“of the Bank of Amsterdam, in the kingdom of the  
“Netherlands, and William Koester, of the firm of  
“Koester & Company, at Mannheim, in the grand duchy  
“of Baden, by Henry Villard, their attorney in fact,  
“and the said Henry Villard of Heidelberg, in the grand  
“duchy of Baden, for themselves, their executors, administrators, successors and future holders of the bonds  
“of the Oregon and California Railroad Company, as  
“parties of the third part; the said creditors of the Oregon Steamship Company, represented by Milton S. Latham as trustee and attorney in fact, for themselves,  
“their heirs, executors, administrators, successors and  
“assigns, as party of the fifth part, hereby covenant and  
“agree as follows, to-wit:

“ARTICLE 1. The entire net receipts of said Oregon Steamship Company (meaning by the term ‘net receipts’ wherever it is used in this agreement, all receipts remaining after paying the operating expenses, taxes and harbor dues, and keeping the property of said steamship company in reasonably good repair, all other outlay, in every case, being prohibited, except by agreement of all the parties to these presents), shall be first applied to the payment of the interest at the rate of ten (10) per cent. per annum, on the principal of eight hundred thousand (\$800,000) dollars loaned by said party of the fourth part, to the party of the first part, as well as to the extinction of the said principal. Whenever

“the principal and interest of said debt of said Oregon  
“Steamship Company shall be paid in full, said net re-  
“ceipts and the securities held by said party of the  
“fourth part as collaterals shall be applied to the pay-  
“ment of the interest at the rate of ten (10) per cent.  
“per annum and the principal of one million dollars in  
“gold, loaned by said party of the fifth part to the Ore-  
“gon Central Railroad Company; in so far only, how-  
“ever, as the net receipts of the said Oregon Central  
“Railroad Company shall not be sufficient for the pay-  
“ment of said principal and interest, or any part of it,  
“and in so far only, as the pledge of said Oregon Central  
“Railroad Company, namely: four million three hun-  
“dred and ninety-five thousand (\$4,395,000) dollars  
“first mortgage bonds shall not yield sufficient, if sold,  
“to repay said loan of one million dollars and interest;  
“but in the last named event, said receipts of said steam-  
“ship company shall be used for the repayment of said  
“principal and interest only to the aggregate amount of  
“four hundred thousand (\$400,000) dollars.

“ARTICLE 2. As soon as the conditions set forth  
“in Article 1 shall be complied with, the entire net re-  
“ceipts of the Oregon Steamship Company shall be  
“paid to the said parties of the third part, or their agent  
“and attorney, at the end of each calendar month, and  
“the parties of the third part shall apply them to the  
“current interest of the first mortgage bonds of the  
“Oregon and California Railroad Company to the  
“amount of seven per centum per annum; and whenever  
“in any one year the net receipts of the Oregon and

“California Railroad Company, added to the receipts  
“which may be contributed by the Oregon Steamship  
“Company, shall exceed the sum of seven per centum per  
“annum on the bonds issued and unredeemed of the  
“Oregon and California Railroad Company, then one-  
“half of such excess shall be applied to the redemption  
“of scrip, and one-half be applied to the stockholders  
“of the Oregon Steamship Company.

“ARTICLE 3. The securities of the Oregon  
“Steamship Company now in the hands of the party of  
“the fourth part, to-wit: two million dollars of the first  
“mortgage bonds and twenty-nine thousand nine hun-  
“dred and ninety-eight (29,998) shares of the capital  
“stock of said Oregon Steamship Company, shall be sec-  
“ondly additional security for the aforementioned claim  
“of said parties of the third part within the afore-de-  
“scribed limits, and thirdly, shall be additional security  
“to the said parties of the third part for its claims men-  
“tioned in Article 2, without prejudice, however, to the  
“prior rights of the parties of the fourth part and fifth  
“part, and said securities shall be held as a pledge by  
“the said party of the fourth part for its own benefit,  
“and as security for the payment of its claim as well  
“as of the claim of the parties of the third and fifth  
“parts, upon the payment in full of the said party of  
“the fourth part, possession of said securities shall be  
“given to said party of the fifth part, which shall hold  
“the said securities as a pledge for its own benefit as  
“well as for the benefit of said parties of the third part,  
“without prejudice, however, to its own claim, and upon

“the payment of its own claims, possession of said securities shall be given to the parties of the third part; “nothing herein stipulated shall prevent, however, the “said parties of the fourth part from making good their “claims against said party of the first part for the principal and interest by the sale, at any time they may find “it to their interest to make such sale of the securities “of said party of the first part held by them as collaterals.

“ARTICLE 4. The party of the first part binds “itself to provide for the delivery of said securities at “the proper time aforesaid to said parties of the third “part, in accordance with the foregoing provisions, if “and whenever it may be in their power to do it.

“ARTICLE 5. In case the party of the first part “shall not comply with any of the provisions of this “agreement, and of the larger agreement hereinafter “named, the parties of the third part, at any time, at “their option, and without any delay, on a written notice to the several parties to this agreement, of seven “days, advertised in any paper in Portland, Oregon “(the parties hereto waiving hereby all right to any other “or further notice or time, whether fixed by statutes “or otherwise), shall have the right to require, and cause “to be made a sale of said bonds and shares, or any of “them, as a foreclosure and sale of said Oregon Steamship Company by virtue of the possession of its mortgage bonds, and of the mortgage executed to secure “them, and in these ways, or in any other lawful man-



“ner, to cause itself to be repaid (after the satisfaction  
“of any prior claims as aforesaid) for the principal and  
“interest of said mortgage bonds of said Oregon and  
“California Railroad Company, as far as practicable.

“ARTICLE 6. The party of the first part binds  
“itself to furnish to the parties of the third and fifth  
“parts, at the beginning of each month, a statement of  
“the receipts of the preceding month, and also to allow  
“the said parties of the second, third and fifth parts, or  
“their lawful representatives to examine at all times  
“the books, accounts, papers, and property of said Ore-  
“gon Steamship Company.

“ARTICLE 7. All the provisions of the larger  
“agreement between the parties of the third part, hereto,  
“and the parties of the second part and others (where-  
“of these presents are expressly thereby made a part,  
“and which is hereby made a part of these presents), re-  
“lating to the continuance of the agreement, the rights  
“of the parties of the third part hereto, in case of a viola-  
“tion of its terms or a failure to carry it out by any of  
“the parties contracting with said parties of the third  
“part; and as to the acknowledgment of ownership of  
“bonds represented by the parties of the third part and  
“their authority and the continuance thereof, and the  
“waiver and estoppel of any other party’s right to ques-  
“tion the same, and other things therein specified, and the  
“right to act of any three or more of the parties of the  
“third part, and the right of said parties of the third  
“part, or any three of them, to do all acts and exercise



“all powers whatsoever by their agent or attorney, and  
“as to the manner and effect of admitting new persons  
“into said agreement as parties or so as to receive the  
“benefits thereof, and their rights, and as to the amount  
“of interest to be paid on the first mortgage bonds of  
“the party of the second part hereto, annually, for the  
“first five and the next three years respectively, and all  
“the other provisions of said larger agreement which se-  
“cure any rights or benefits to any of the parties to this  
“agreement, and are capable of application to the mat-  
“ters herein named shall be deemed to be a part of and  
“incorporated in these presents, and adopted by the par-  
“ties hereto in relation to all the terms of these presents,  
“as fully and to the same intents and purposes as if here-  
“in written out at large, and in terms so applied and  
“adopted.

“ARTICLE 8. This contract is assented to and  
“executed on behalf of the parties of the fourth and fifth  
“parts upon the distinct understanding that nothing  
“herein contained shall in any wise interfere with their  
“respective heretofore acquired rights in the premises;  
“nor shall this contract be held as between them or either  
“of them and the other contracting parties, or any of  
“them, to require any notice of any description when-  
“ever and wherever or in what way soever the parties of  
“the fourth and fifth parts, or either of them, may pro-  
“ceed to enforce their said respective rights and de-  
“mands; and if in such case any notice whatsoever be re-  
“quired by reason of this contract in any proceeding at  
“law or otherwise, notwithstanding this article, then the

“parties hereto waive any and all notice by process or otherwise, and hereby consent that the parties of the fourth and fifth parts may, if they so choose, appoint an attorney to represent the remaining parties hereto, in any proceeding, if this article shall not be deemed to amount to a waiver of right to notice as aforesaid.

“In witness whereof, the said parties have hereunto set their respective hands and seals in quadruplicate, the parties of the third part, except the said Henry Villard who executed the same in person, by their attorney in fact, the said Henry Villard, and the said several corporations, have by resolutions of their respective boards of directors caused their respective corporate seals to be hereunto affixed, and these presents to be signed by their respective presidents and attested by their respective secretaries in quadruplicate this twenty-fifth day of July, A. D. one thousand eight hundred and seventy-four.

“In presence of, etc.; (Executed and acknowledged by all the parties.)

“NO. 6. CONTRACT AS TO OREGON CENTRAL RAILROAD COMPANY.

“WHEREAS, the Oregon and California Railroad Company is now unable to pay the full interest on its first mortgage bonds, and has defaulted in the payment of the coupons due October first, eighteen hundred and seventy-three, and April first, eighteen hundred

“and seventy-four:

“And whereas, said company is under the necessity, “in order to avoid a foreclosure and sale of the road by “the bondholders, to make a compromise with the latter, “which compromise has been made known to all the “parties to this agreement;

“And whereas, it is stipulated in said agreement of “compromise, as one of the conditions of said compro- “mise, as follows: ‘Ben Holladay herein agrees to join “with the creditors of the Oregon Steamship Company, “and the creditors of the Oregon Central Railroad Com- “pany, in any arrangement, with their consent, by which “the entire property of these two companies, after their “indebtedness is liquidated, shall belong to the railroad “company, and be a further security by mortgage to the “bondholders’;

“And whereas, said Oregon Central Railroad Com- “pany has the strongest interest in the conclusion of the “said compromise;

“And whereas, said Heinrich Hohenemser, director “of the Deutsche Vereins Bank of Frankfort-on-the- “Main; Aron Niederhofheim, manager of the Branch “Bank of Commerce and Industry, at Frankfort-on-the- “Main, Julius Schmidt, merchant, at Frankfort-on-the- “Main; Adolph Otto, counselor at law, at Heilbronn, “in the kingdom of Wirtemberg; Henry Villard, of “Heidelberg, in the grand duchy of Baden; Michael “Benjamin, director of the Baierische Wechsler Bank “at Munich, in the kingdom of Bavaria; Carl Staehelin-

“Bucknor, of the firm of Iselin & Staehelin, of Basle,  
“in Switzerland; F. S. Van Nierop, director of the Bank  
“of Amsterdam, in the kingdom of the Netherlands,  
“and William Koester, of the firm of Koester & Com-  
“pany, at Manneheim, in the grand duchy of Baden,  
“have established and proved their ownership to six mil-  
“lions four hundred and sixty-eight thousand six hun-  
“dred dollars of bonds of the Oregon and California  
“Railroad Company;

“And whereas, the parties aforementioned are admit-  
“ted to be the lawful owners of the majority, in inter-  
“est as well as in numbers, of the first mortgage bonds  
“of the Oregon and California Railroad Company, by  
“said Oregon Central Railroad Company, as well as  
“by all the other parties to this agreement.

“And whereas, the creditors of said Oregon Steam-  
“ship Company, to wit: Messrs. Sulzbach Brothers, of  
“Frankfort-on-the-Main, and others, represented by  
“Milton S. Latham as trustee and attorney in fact, are  
“creditors of the Oregon Central Railroad Company, to  
“the amount of one million dollars in gold, with inter-  
“est;

“And whereas, said creditors hold as collateral se-  
“curities for the principal and interest of their claim  
“the entire issue of the first mortgage bonds of the  
“Oregon Central Railroad Company, to the nominal  
“amount of four millions three hundred and ninety-five  
“thousand (\$4,395,000) dollars;

“And whereas, said creditors of said Oregon Cen-

“tral Railroad Company are equally interested in the  
“preservation of the Oregon and California Railroad  
“Company and the prevention of the foreclosure;

“Now, therefore, in consideration of the premises  
“and other valuable considerations, the parties to these  
“presents thereunto moving, the said Oregon Central  
“Railroad Company, as party of the first part; the said  
“Oregon and California Railroad Company, as party  
“of the second part; said Heinrich Hohenemser, direc-  
“tor of the Deutsche Vereins Bank at Frankfort-on-  
“the-Main; Aron Niederhofheim, manager of the branch  
“of the Bank of Commerce and Industry at Frankfort-  
“on-the-Main; Julius Schmidt, merchant at Frankfort-  
“on-the-Main; Adolph Otto, counselor at law, at Heil-  
“bronn, in the kingdom of Wirtemberg; Michael Ben-  
“jamin, director of the Baierische Weshsler Bank, at  
“Munich, in the kingdom of Bavaria; Carl Staehelin-  
“Bucknor, of the firm of Iselin & Staehelin, of Basle,  
“in Switzerland; F. S. Van Nierop, director in the  
“Bank of Amsterdam, in the kingdom of the Nether-  
“lands, and William Koester, of the firm of Koester  
“& Company, at Mannheim, in the grand duchy of  
“Baden, by Henry Villard, of Heidelberg, in the grand  
“duchy of Baden, their attorney in fact, and the said  
“Henry Villard, as owners of six millions four hun-  
“dred and sixty eight thousand dollars of bonds of the  
“Oregon and California Railroad Company, for them-  
“selves, their executors, administrators, successors and  
“future holders of the bonds of the Oregon and Califor-  
“nia Railroad Company, as parties of the third part,



“and said creditors of the Oregon Central Railroad  
“Company, represented by Milton S. Latham as their  
“trustee and attorney in fact, as party of the fourth  
“part, have covenanted and agreed as follows:

“ARTICLE 1. The entire net receipts of the  
“Oregon Central Railroad Company (meaning by the  
“term ‘net receipts’ wherever it is used in this agree-  
“ment, all receipts remaining after paying the oper-  
“ating expenses and taxes, and such floating debt as  
“now exist against said company, and keeping the  
“property of said Oregon Central Railroad Company  
“in reasonably good repair, all outlay in every other  
“case being prohibited except by the agreement of all  
“the parties to these presents), shall be applied first  
“to the payment of the interest, at the rate of ten per  
“cent. per annum, on said principal of one million dol-  
“lars, gold, loaned by said party of the fourth part to  
“said Oregon Central Railroad Company, and next to  
“the payment of the principal of said loan.

“ARTICLE 2. Whenever, and as soon as said  
“interest and principal shall be paid, either out of the  
“net receipts of said Oregon Central Railroad Com-  
“pany or in any other manner, the entire net receipts  
“of said Oregon Central Railroad Company shall be  
“paid to the parties of the third part, or their lawful  
“representative at the end of each month, and the par-  
“ties of the third part shall apply the same in the same  
“manner as the net receipts of the Oregon and Califor-  
“nia Railroad Company are to be applied under said  
“agreement of compromise, to the payment of the cur-



“rent interest on the first mortgage bonds of the Oregon  
“and California Railroad Company, up to the amount  
“of seven per cent, per annum, and upon the payment  
“in full of said interest, and the redemption of the cer-  
“tificates of indebtedness to be issued for unpaid inter-  
“est by said Oregon and California Railroad Company,  
“ratably, according to the different series of said cer-  
“tificates of indebtedness, and finally, upon the redemp-  
“tion of said certificates, for the payment of the prin-  
“cipal of said bonds at maturity, or their purchase pre-  
“viously thereto.

“ARTICLE 3. The securities now in the hands  
“of the parties of the fourth part, to wit: four millions  
“three hundred and ninety-five thousand dollars  
“(\$4,395,000) first mortgage bonds of said Oregon  
“Central Railroad Company, shall secondly serve as  
“collateral security to the parties of the third part, of  
“their claims mentioned in Article 2, without preju-  
“dice, however, to the claim of said party of the fourth  
“part to said securities as collateral, and said party of  
“the fourth part shall hold said collateral security for  
“his own benefit as long as he is not himself paid in  
“full, but also for the benefit of the parties of the third  
“part; upon payment in full of said party of the fourth  
“part, said securities shall pass into the hands of the  
“parties of the third part. But nothing stipulated  
“herein shall prevent the said parties of the fourth part  
“from making good their claims against said Oregon  
“Central Railroad Company, for principal and inter-  
“est by the sale, at any time they may find it to their

“interest to make such sale, of the securities of said company, held by them as collaterals.

“ARTICLE 4. The party of the first part binds itself to deliver to the party of the third part, at the proper time, said securities as collaterals.

“ARTICLE 5. In case said party of the second part shall not comply with any of the provisions of this agreement, or of the larger agreement between the party of the second part hereto and the parties of the third part and others (whereof these presents are expressly thereby made a part, and which is hereby made a part of these presents), the parties of the third part, at any time, at their option, and without delay, on a written notice to the several parties to this agreement, of seven days, advertised in any paper published in Portland, Oregon (the parties hereto waiving hereby all right to any other or further notice of time, whether fixed by statute or otherwise), shall have the right to require and cause to be made a sale of said bonds, or any of them, of said Oregon Central Railroad Company, so held as collateral by the said party of the fourth part, and in this way, or any other lawful manner, to cause themselves to be repaid (after the satisfaction of any prior claims, as aforesaid), for the principal and interest of said mortgage bonds of said Oregon and California Railroad Company, as far as practicable.

“ARTICLE 6. The party of the first part binds itself to furnish at the beginning of each month, or as

“soon thereafter, during the succeeding month, as practicable, to said parties of the second and third parts a statement of the receipts of the preceding month of said Oregon Central Railroad Company, and also to allow the said parties of the third and fourth parts, or their lawful representative, to examine at all times al the books, accounts, papers and property of the Oregon Central Railroad Company.

“ARTICLE 7. All the provisions of the larger agreement between the party of the second part and the parties of the third part and others hereto (whereof these presents are expressly thereby made a part, and which is hereby made a part of these presents) relating to the continuance of the agreement, the rights of the parties of the third part hereto in case of a violation of its terms or failure to carry it out by any of the parties contracting with said parties of the third part, and as to the acknowledgment of the ownership of bonds represented by the parties of the third part; and their authority and the continuance thereof, and the waiver and estoppel of any other party’s right to question the same, and other things therein specified, and the right of any three or more of the persons composing said parties of the third part to act, and the right of said parties of the third part, or any three of them to do all acts and exercise all powers whatsoever, by their agent or attorney, and as to the manner and effect of admitting new persons into said parties of the third part, and their rights, and as to the amount of interest to be paid on the first mortgage bonds of

“the party of the second part hereto annually, for the  
“first five and the next three years, respectively, and  
“all the other provisions of the said larger agreement  
“which secure any right or benefits to any of the par-  
“ties to this agreement, and are capable of application  
“to the matters herein named, shall be deemed to be a  
“part of and incorporated in these presents, and adopted  
“by the parties hereto in relation to all the terms of  
“these presents, as fully and to the same intents and  
“purposes as if herein written out at large, and in terms  
“so applied and adopted.

“ARTICLE 8. The securities of the Oregon  
“Central Railroad Company herein named; and now  
“in the hands of the party of the fourth part, may,  
“notwithstanding anything contained in this agreement,  
“at any time, by the consent of and on terms satisfactory  
“to the parties of the third and fourth parts, be applied  
“or used as security in order to provide the means to  
“complete the said Oregon Central Railroad.

“ARTICLE 9. This contract is assented to and  
“executed on behalf of the parties of the fourth part  
“upon the distinct understanding that nothing herein  
“contained shall in anywise interfere with their respec-  
“tive heretofore acquired rights, in the premises; nor  
“shall this contract be held, as between them, or either  
“of them, and the other contracting parties, or any of  
“them, to require any notice of any description when-  
“ever and wherever or in what way soever the parties  
“of the fourth part, or either of them, may proceed  
“to enforce their said respective rights and demands,

“and if in such case any notice whatever be required  
“by reason of this contract, in any proceeding at law,  
“or otherwise, notwithstanding this article, then the  
“parties hereto waive any and all notice, by process  
“or otherwise, and hereby consent that the parties of  
“the fourth part may, if they so choose, appoint an at-  
“torney to represent the remaining parties hereto in any  
“proceeding, if this article shall not be deemed to amount  
“to a waiver of right to notice as aforesaid.

“IN WITNESS WHEREOF, the said parties  
“have hereunto set their respective hands and seals in  
“quadruplicate, the said parties of the third part, ex-  
“cept Henry Villard, acting by their attorney in fact,  
“and the said several corporations have, by resolutions  
“of their respective boards of directors, caused their  
“respective corporate seals to be hereunto affixed and  
“these presents to be signed by their respective presi-  
“dents and attested by their respective secretaries, in  
“quadruplicate, this twenty-fifth day of July, A. D.  
“one thousand eight hundred and seventy-four.

(Executed and acknowledged by all the parties.)

“Note.—By award made E. Hansen, Adolph Ro-  
“senthal and John D. Fry, the Oregon and California  
“Railroad Company was adjudged to pay the Euro-  
“pean and Oregon Land Company the sum of \$75,000,  
“in gold coin, with interest at 6 per cent. from January  
“1, 1875, out of the net proceeds of the land grant.”



GOVERNMENT'S EXHIBIT NO. 126H

“AGREEMENT AS TO DISPOSITION OF  
“EARNINGS OF OREGON STEAMSHIP  
“COMPANY AND OREGON CENTRAL  
“RAILROAD COMPANY.

“(Referred to in last agreement.)

“ARTICLES OF AGREEMENT made this  
“sixth day of April, in the year one thousand eight hun-  
“dred and seventy-six, by and between Milton S.  
“Latham, as agent of the European creditors of the  
“Oregon Steamship Company and the Oregon Central  
“Railroad Company, and on their behalf, party of the  
“first part, and Henry Villard, as agent and on behalf  
“of the holders of the first mortgage bonds of the Ore-  
“gon and California Railroad Company, represented  
“by the Frankfort committee, party of the second part.  
“Witnessing:

“First. The said party of the first part, for and on  
“behalf of the said creditors of the Oregon Steamship  
“Company, covenants and agrees that the shares of the  
“capital stock of said company, now standing in the  
“name of Ben Holladay, shall be transferred to the said  
“party of the first part, and the legal title thereof  
“placed in him in trust, and as security for the debt due  
“the creditors of said steamship company, but that the  
“sole and exclusive right to vote upon the said stock  
“shall be vested in the said party of the second part, or  
“some proxies or proxy by him selected for that pur-



“pose, and that a collateral agreement creating and  
“authorizing said right to vote thereon shall also be made  
“by the said party of the first part, as a separate instru-  
“ment, and deposited in the office of the said company,  
“and that the lawful voting power vested in said shares  
“shall be exercised by the said party of the second part,  
“or his said proxies or proxy; provided that the said  
“party of the second part, or his said proxies or proxy,  
“shall always consent to and vote for any nominations  
“of two members of the board of directors of said com-  
“pany, which the said party of the first part shall make,  
“the right to make such nominations, and have them  
“thus voted for, being hereby expressly conceded by  
“said party of the second part.

“Second. The said party of the first part, for and  
“on behalf of the creditors of the said Oregon Steam-  
“ship Company, further covenants and agrees to re-  
“serve out of the net earnings and proceeds of the said  
“steamship company now pledged to him in trust for  
“said creditors, the sum of fifteen thousand (\$15,000)  
“dollars annually, for a period of three years (3), in  
“installments of seven thousand five hundred (\$7500)  
“dollars each, payable every six months, from the date  
“of these presents, said payment to be applied to the  
“interest on three hundred thousand dollars, seven per  
“centum Oregon Central Railroad second mortgage  
“bonds to be issued to said Ben Holladay, in pursuance  
“of an agreement between him and the party of the  
“second part.

“Third. The parties of the first and second parts,

“in their representative capacity aforesaid, hereby mutually covenant and agree that in order to provide the said Oregon Steamship Company with the necessary means of transportation, a suitable new steamship shall be purchased without delay, at a cost of not exceeding two hundred and fifty thousand (\$250,000) dollars in lawful currency of the United States, for said steamship company, in the following manner (it being assumed that such purchase can be made on the payment of one hundred thousand dollars cash, and the balance in equal payments in six, nine, twelve, and eighteen months), to wit: To meet the first cash payment as aforesaid, the party of the first part, as such representative as aforesaid, shall contribute the proceeds of the sale of the river boats belonging to said Oregon Steamship Company, such sale to be effected at the earliest possible moment, and the party of the second part, as such representative as aforesaid, shall contribute whatever amount of money shall be required over and above the proceeds of said sale of the river boats to make up the sum of one hundred thousand dollars, and such further sum as may be required to equip, alter or repair the said steamship so as to fit her for the purpose of said line.

“Whatever amount shall thus require to be, and be contributed by said party of the second part, towards the purchase and equipment of said new steamer, shall bear interest at the rate of six per cent. per annum; said interest to be paid out of the net earnings and proceeds of the said steamship company after the prior

“payment: First, of the fifteen thousand dollars, annually, as before mentioned; and, Secondly, of the full amount of the cost of the said new steamship; whereupon, after payment of the said fifteen thousand dollars annually, and the full amount of the cost of said new steamship, and the said interest shall have been made in the order aforesaid, there shall next from the net earnings and proceeds be paid to the creditors of the said Oregon Steamship Company, any possible accrued back interest, and upon the completion of all payments aforesaid, the principal sum so advanced by the party of the second part towards the purchase and equipment of the said new steamer, shall be repaid to him in installments of not less than six thousand dollars per annum, but such installments shall not exceed the said sum of six thousand dollars per annum, unless and until the current interest due to the creditors of the Oregon Steamship Company shall have been fully paid. Until the repayment of said principal in the manner so specified, it shall stand as a first lien upon the said new steamship with legal priority over the lien held by said party of the first part, as such representative on the property of said steamship company.

“Fourth. The said parties of the first and second parts, in their said representative capacities, also mutually covenant and agree that if upon further consideration, it should be found necessary or desirable to purchase a second new steamship for the Oregon Steamship Company, a joint arrangement for such purchase similar, as far as possible, to the one set forth in the fore-

“going article, shall be made between the parties hereto.

“Fifth. The said party of the first part, for and  
“on behalf of the said creditors of the Oregon Central  
“Railroad Company, covenants and agrees that the  
“shares of the capital stock of the said company now  
“controlled by the said Ben Holladay, shall be trans-  
“ferred to the said party of the first part, and the legal  
“title thereof placed in him in trust and as security for  
“the debt due the creditors of said Oregon Central  
“Railroad Company, but that the sole and exclusive  
“right to vote upon the said stock, as well as upon the  
“additional shares of the capital stock of said company  
“now standing in the name of the said party of the  
“first part as trustee, shall be vested in the said party  
“of the second part, or some proxies or proxy by him  
“selected for that purpose, and that a collateral agree-  
“ment creating and authorizing said right to vote there-  
“on shall also be made by the said party of the first part,  
“as a separate instrument, and deposited in the office  
“of the said company, and that the lawful voting power  
“vested in said shares shall be exercised by the said party  
“of the second part or his said proxies or proxy.

“Sixth. The said party of the first part in such  
“representative capacity further covenants and agrees,  
“that the interest now payable on the debt of the Oregon  
“Central Railroad Company, referred to in the forego-  
“ing article, shall be reduced from the date of these  
“presents to five per cent. per annum.

“seventh. The said party of the first part in such

“representative capacity further covenants and agrees, “that upon the payment of the cost of the said new “steamship or steamships, and upon the extinction of “the debt of the said Oregon Steamship Company to “the said party of the first part in such representative “capacity, the net earnings and proceeds of such com- “pany shall be equally divided, after allowing for the “subsidiary payment of fifteen thousand dollars for the “time before mentioned, between the creditors of the “Oregon Central Railroad Company and the Oregon “and California Railroad Company, in a manner to be “agreed upon hereafter. But the portion of such net “earnings or proceeds allowed and coming to said Ore- “gon and California Railroad Company shall be applied “to the completion of the said Oregon Central Rail- “road Company.

“Eighth. The said party of the first part, in their “representative capacity, further covenants and agrees, “that upon the extinction of the debts of the said steam- “ship company and of the said Oregon Central Railroad “Company, shall enter upon the full enjoyment of the “entire net receipts of the two companies first above “mentioned.

“Ninth. The said party of the first part, in said “representative capacity, further covenants and agrees, “that the said party of the second part shall have the “right to acquire and purchase the claim of the cred- “itors of the Oregon Central Railroad Company, at “any time during the period of three years from the “date hereof, for the sum of two hundred and fifty



“thousand (250,000) dollars, gold coin of the United States, and the further amount of any deficiency of interest which may have accrued between the interest actually earned by the said company and the said interest of five per cent. per annum from the date of these presents, upon the said principal sum of two hundred and fifty thousand dollars; provided, however, that if the said party of the second part should, after availing himself of the option to purchase said claim at the price stated, sell and transfer the road and other property of the Oregon Central Railroad Company, within a period of six years from the date of these presents, to any other person, persons or corporation, the said party of the first part, in such representative capacity, shall receive the benefit of whatever consideration may be obtained by said party of the second part, or those whom he now represents for said railroad property.

“Tenth. The said party of the first part, in his representative capacity, as representing the creditors of the Oregon Steamship Company and the said party of the second part, mutually covenant and agree, each for himself, that he will not at any time sell, convey or transfer the interest which he holds or represents, the one in the Oregon Steamship Company, the other in the Oregon and California Railroad Company, its franchises and property during the period of three years from the dates of these presents, except unto the mutual consent of both parties hereto; provided, however, that the party of the second part shall have



“the right of selling his interest in the Oregon and  
“California Railroad Company, upon paying full any  
“indebtedness which may be due by said Oregon Steam-  
“ship Company to its creditors.

“Eleventh; The said party of the second part fur-  
“ther covenants and agrees that if the bondholders of  
“the Oregon and California Railroad Company and  
“Sulzbach Brothers should consent to the application of  
“such portion of the amount authorized to be expended  
“for the purchase of a new steamship, under the resolu-  
“tion of the general meeting of such bondholders, held  
“on September sixteenth, one thousand eight hundred  
“and seventy-five, as shall not be required for this pur-  
“pose, to the extension of the line of the Oregon Cen-  
“tral Railroad Company, such application shall be  
“made as early as possible.

“IN WITNESS WHEREOF, the parties to these  
“presents have hereunto set their hands and seals, the  
“day and year first above written.

“(Seal.)                      MILTON S. LATHAM,  
“Agent of the creditors of the Oregon Steamship  
   Company and of the Oregon Central Rail-  
   road Company;

“(Seal.)                      HENRY VILLARD,  
“Agent of the Oregon and California bondholders  
   represented by the Frankfort Committee.

“Signed, sealed and delivered in presence of James  
   L. King.

“State of California, City and County of San Francisco, ss.

“On the sixth day of April, A. D. one thousand eight hundred and seventy-six, before me, James K. King, a notary public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared Milton S. Latham, agent of creditors of the Oregon Steamship Company, and of the Oregon Central Railroad Company, and Henry Villard, agent of the Oregon and California bondholders, represented by the Frankfort committee, known to me to be the persons whose names are subscribed to the annexed instrument, and they severally duly acknowledged to me that they executed the same.

“IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county of San Francisco, the day and year first above written.

“(Seal.)            JAMES L. KING, Notary Public.

“NOTE—In addition to last two agreements above printed, two other agreements dated respectively May 26, 1876, and Dec. 6, 1776, were made between the six parties to the definite agreement. These agreements being merely preliminary to the definite agreement, and superseded by it, are not reproduced.”

## GOVERNMENT'S EXHIBIT NO. 126 I

“ORIGINAL CONVEYANCE OF OREGON  
“AND CALIFORNIA LAND GRANT TO  
“EUROPEAN AND OREGON LAND COM-  
“PANY.

“THIS INDENTURE, made and entered into at  
“the city and county of San Francisco, State of Calif-  
“ornia, this twenty-eighth day of March, in the year of  
“our Lord, one thousand eight hundred and seventy-  
“one, between Milton S. Latham, Faxon D. Atherton  
“and William Norris, trustees, all of the city and county  
“of San Francisco, parties of the first part, the Euro-  
“pean and Oregon Land Company, an incorporation  
“duly incorporated and organized under and pursuant  
“to an Act of the Legislature of the State of California,  
“approved the fourteenth day of April, one thousand  
“eight hundred and fifty-three, entitled ‘An Act to  
“provide for the formation of corporations for certain  
“purposes,’ and the Acts supplementary thereto and  
“amendatory thereof, party of the second part, and the  
“Oregon and California Railroad Company, a body  
“corporate, organized at Portland, in the State of Ore-  
“gon, on the seventeenth day of March, one thousand  
“eight hundred and seventy, under an Act of the Leg-  
“islature of the State of Oregon, approved the four-  
“teenth day of October, one thousand eight hundred  
“and sixty-two, entitled ‘An Act providing for private

“corporations and the appropriation of private property therefor,’ and Acts amendatory thereof and supplementary thereto, party of the third part, witnesseth:

“WHEREAS, the said Oregon and California Railroad Company did, on the fifteenth day of April, “in the year of our Lord one thousand eight hundred “and seventy, duly make, execute and deliver unto the “said Milton S. Latham, Faxon D. Atherton and William Norris, its certain indenture in writing, under “seal, bearing date of the last named day, whereby the “said Oregon and California Railroad Company, as “party of the first part therein, in consideration of certain premises in said indenture declared and expressed, “and in further consideration of one dollar, the receipt “whereof was therein and thereby acknowledged, did “duly grant, bargain, sell, assign, alien, set over, en- “foeff, convey and confirm unto the said Milton S. “Latham, Faxon D. Atherton and William Norris, “parties of the second part therein, all and singular the “lands and franchises, with their appurtenances, lying “and being in the State of Oregon, granted or intended “to be granted to the Oregon company by Act of Congress approved the twenty-fifth day of July, in the “year one thousand eight hundred and sixty-six, entitled “‘An Act granting lands to aid in the construction of a “railroad and telegraph line from the Central Pacific “Railroad, in California, to Portland, in Oregon,’ and “Acts supplemental thereto and amendatory thereof; “and also all the right, title, interest, claim, property, “and demand whatsoever, both legal and equitable,

“present and prospective, absolute and contingent, which  
“the said Oregon and California Railroad Company  
“then had or owned, or to which it was in anywise en-  
“titled, in and to any and all lands and franchises in  
“the State of Oregon, granted or intended to be granted  
“to the Oregon Company by the Acts of Congress  
“aforesaid; and also all further right, interest, claim,  
“property and demand which the said Oregon and Cal-  
“ifornia Railroad Company might at any time there-  
“after have, own or acquire to any lands lying and being  
“anywhere in the State of Oregon, or in any county  
“thereof, by virtue of any further compliances with the  
“requirements of such Acts of Congress by the said  
“Oregon and California Railroad Company, together  
“with all and singular the hereditaments and appur-  
“tenances thereunto belonging or in anywise apper-  
“taining. To have and to hold the said granted lands,  
“property and franchises, and every part and parcel  
“thereof, unto the said Milton S. Latham, Faxon D.  
“Atherton and William Norris, and to their successors  
“or successor and assigns forever: In trust, neverthe-  
“less, for certain uses and purposes and upon certain  
“conditions and covenants in said indenture contained,  
“as by said indenture or record thereof in the records  
“of deeds in and for the county of Multnomah, in the  
“State of Oregon, on pp. 727 to 734, inclusive, of book  
“K of said records, reference thereto being had, may  
“more fully and at large appear; and, whereas, among  
“other conditions, covenants and agreements in said  
“indenture contained and set forth, the said Milton S.



“Latham, Faxon D. Atherton and William Norris, or  
“their successors or successor and assigns, by and with  
“the consent of the said Oregon and California Rail-  
“road Company, but not otherwise, were and are duly  
“authorized, empowered and directed at any time before  
“the maturing of the principal of certain bonds of the  
“said Oregon and California Railroad Company in said  
“indenture mentioned and described, to sell and dispose  
“of all or any part or portion of the lands and fran-  
“chises so granted as aforesaid by such Acts of Congress  
“and in and by said indenture conveyed to said trustees,  
“to such person or persons, firm or firms, associations  
“or bodies corporate, and for such price and upon such  
“terms as the said Oregon and California Railroad Com-  
“pany might, by and through the president, advise, di-  
“rect, instruct or agree to.

“Now, **THEREFORE, THIS INDENTURE**  
“**WITNESSETH:** That the said Milton S. Latham,  
“Faxon D. Atherton and William Norris, trustees as  
“aforesaid, under and pursuant to the power and au-  
“thority in them vested in and by the said indenture  
“first herein above referred to, and in consideration of  
“the premises and of the certain covenants hereinafter  
“contained and set forth, and to be performed and kept  
“by the said European and Oregon Land Company,  
“and in consideration of the sum of one dollar, lawful  
“money of the United States, to them in hand paid by  
“the said European and Oregon Land Company, the  
“receipt whereof is hereby acknowledged, and also in  
“pursuance of the advice, direction, instruction and



“agreement in writing to that effect of the said Oregon  
“and California Railroad Company, party of the third  
“part, by and through its president, have granted, bar-  
“gained, sold, assigned, aliened, set over, enfeofed,  
“conveyed and confirmed, and by these presents do  
“grant, bargain, sell, assign, alien, set over, enfeof,   
“convey and confirm unto the said European and Ore-  
“gon Land Company, party of the second part, all the  
“lands and franchises with their appurtenances lying  
“and being in the State of Oregon, granted or intended  
“to be granted to the said Oregon company by Act of  
“Congress, approved the twenty-fifth day of July, one  
“thousand eight hundred and sixty-six, entitled ‘An Act  
“granting lands to aid in the construction of a railroad  
“and telegraph line from the Central Pacific, in Cal-  
“ifornia, to Portland, in Oregon,’ and acts supplemental  
“thereto and amendatory thereof; and also, all the right,  
“title, interest, claim, property and demand whatsoever,  
“both legal and equitable, present and prospective, ab-  
“solute and contingent, which the parties of the first  
“part hereto now have or hold, or to which they may  
“be in anywise entitled, in and to any and all lands and  
“franchises in the State of Oregon, granted or intended  
“to be granted to the said Oregon company by the Acts  
“of Congress aforesaid; and also, all future right, title,  
“interest, claim, property and demand, which the parties  
“of the first part hereto may at any time hereafter have,  
“own or acquire to any lands lying and being anywhere  
“in the State of Oregon, or in any county thereof, by  
“virtue of any further compliance with the requirements

“of such Acts of Congress by the party of the third  
“part hereto, together with all and singular the here-  
“ditaments and appurtenances thereunto belonging or  
“in anywise belonging, and being the same land, tene-  
“ments, franchises, hereditaments and appurtenances  
“granted, conveyed and assured unto the parties of the  
“first part hereto, by the Oregon and California Rail-  
“road Company, by indenture bearing date the fifteenth  
“day of April, one thousand eight hundred and seventy,  
“as by said indenture or the record thereof in the rec-  
“ords and deeds in and for the county of Multnomah,  
“in the State of Oregon, on pages 727 to 734 inclusive,  
“of book K of said records, reference being thereunto  
“had, may more fully and at large appear.

“To have and to hold the said granted lands, prop-  
“erty and franchises, and every part and parcel thereof  
“unto the said European and Oregon Land Company,  
“party of the second part hereto, and to its successors  
“and assigns forever; subject, nevertheless to the cer-  
“tain provisions and conditions in reference to delivery  
“of possession of said lands, and delivery of the surveys,  
“plats, and patents, and other muniments of title to or  
“affecting said lands to be hereafter issued by the United  
“States to the said Oregon and California Railroad  
“Company, pursuant to the law, which are hereinafter  
“mentioned and expressed. And the said parties of the  
“first part, and all and every person or persons whom-  
“soever, lawfully or equitably claiming any estate, right,  
“title or interest of, in and to the hereinbefore granted  
“premises by, from or under them and each of them,

“shall and will at any time or times hereafter, upon the  
“reasonable requests, and at the proper costs and charges  
“in the law of the said party of the second part, or its  
“successor or successors, or assigns, make, do and exe-  
“cute, or cause to be made, done and executed, all and  
“every such further, and lawful, and reasonable acts,  
“conveyances and assurances in the law for the better  
“and more effectually vesting and confirming the  
“premises, lands and franchises hereby intended to be  
“granted in and to the said party of the second part,  
“as by the said party of the second part or its successor  
“or successors, or the counsel learned in the law, shall  
“be reasonably devised, advised or required.

“And also that the said parties of the first part, the  
“above granted, bargained, sold and assigned premises,  
“and every part and parcel thereof, with the appurte-  
“nances thereof, unto the said party of the second part,  
“or its successor or successors and assigns, against the  
“said parties of the first part, and their successors, and  
“against all and every person and persons whomsoever  
“lawfully claiming , or to claim, the same by, through  
“or under them, it shall and will warrant, and by these  
“presents forever defend.

“And in consideration of the premises, the said  
“European and Oregon Land Company, party of the  
“second part hereto, have covenanted, promised and  
“agreed, and doth hereby covenant, promise and agree  
“to, and with the said Milton S. Latham, Faxon D.  
“Atherton, and William Norris, trustees as aforesaid,  
“in manner following, that is to say: The said party

“of the second part hereto shall and will, on or before the  
“first day of April, in the year of our Lord one thou-  
“sand eight hundred and eighty-nine, pay to said Mil-  
“ton S. Latham, Faxon D. Atherton and William  
“Norris, trustees aforesaid, the price or sum of one and  
“one quarter dollars lawful money of the United States,  
“for each and every acre of said lands and premises  
“hereby conveyed to the party of the second part, be  
“the same more or less.

“It is further covenanted and agreed by the said  
“parties of the first part, that they will notify in writ-  
“ing the party of the second part at San Francisco, from  
“time to time, as they receive the same, that they are pre-  
“pared to deliver to the party of the second part the  
“plats and surveys of the lands and premises hereby  
“sold, or intended to be sold, as the same may be here-  
“after segregated from the public domain, and set apart  
“to the Oregon and California Railroad Company,  
“party of the third part hereto, pursuant to the law,  
“and for the purposes mentioned in the said Act of  
“Congress, passed as aforesaid, on the twenty-fifth day  
“of July, one thousand eight hundred and sixty-six,  
“and the Acts supplemental thereto and amendatory  
“thereof, and all such papers, documents and muni-  
“cements of title hereafter to come to their possession,  
“relating to said lands and premises, as may be nec-  
“essary to enable the party of the second part to select  
“the same by good and sufficient description thereof.

“And it is also further stipulated, covenanted and  
“agreed by and between the parties of the first and

“second parts hereto, that the said parties of the first  
“part, having notified in writing, as aforesaid, the party  
“of the second part, at San Francisco, California, that  
“they are prepared to deliver to the party of the second  
“part any of the said surveys, plats, patents and other  
“evidences and muniments of title relating to or design-  
“ating said lands, as the same may from time to time  
“be issued by the United States, to said Oregon and  
“California Railroad Company, under the Acts of Con-  
“gress already passed, or which may hereafter be passed,  
“in aid thereof, or supplemental thereto, the said party  
“of the second part, at any time before the expiration  
“of ten years from the day of the receipt by said party  
“of the second part, of the said notice relating to said  
“documentary evidence of location of and title to said  
“lands, may and shall receive actual possession of said  
“patents, and of the lands therein described, upon pay-  
“ing to the parties of the first part the said price of  
“one and one-quarter dollars per acre of such lands, but  
“without interest on the said price of the same for the  
“said period of ten years.

“If, however, such lands shall for any cause be not  
“paid for within ten years from the time the said party  
“of the second part shall be notified by the parties of  
“the first part, as aforesaid, that said surveys, plats, pat-  
“ents and other evidence and muniments of title are  
“ready to be delivered by the said parties of the first  
“part to the said party of the second part, as afore-  
“said, then the parties of the first part shall charge,  
“and the party of the second part shall pay, interest at



“the rate of six per cent. per annum upon said purchase  
“price of one and one-quarter dollars per acre of said  
“lands, for the period after said ten years and up to  
“and including said first day of April, one thousand  
“eight hundred and eighty-nine, during which said  
“lands shall not be paid for by the party of the second  
“part, as heretofore provided; it being the intent of this  
“stipulation and covenant, that the party of the second  
“part shall have ten years within which to make payment  
“for and take possession of, or sell to others, the lands  
“hereby conveyed without paying interest on the said  
“purchase price of said lands, for any portion or the  
“whole of that time, but after said lands or any part  
“thereof shall have been at the disposition of the party  
“of the second part under the covenants of this inden-  
“ture, for the term of ten years, it shall thereafter pay  
“to the parties of the first part interest at the rate of  
“six per cent. per annum, on the purchase price of all  
“the land so at the disposition of the party of the second  
“part, which may not for any reason have been paid for  
“by said party of the second part within such period  
“of ten years. But the said surveys, plats, patents, and  
“all other evidences and muniments of title from the  
“United States to said Oregon and California Railroad  
“Company, relating to said lands heretofore conveyed,  
“shall remain with, and the possession of the lands and  
“premises therein described shall always remain in the  
“said parties of the first part, anything hereinbefore  
“contained to the contrary notwithstanding, until said  
“party of the second part shall pay the parties of the



“first part for the same or such part thereof as it may  
“from time to time desire to obtain possession of under  
“this conveyance, the said price of one and one-quarter  
“dollars per acre of said lands, and such rates of inter-  
“est thereon as hereinbefore provided for.

“It is further expressly covenanted and agreed, by  
“and between the parties hereto, each with the other,  
“that in case the total amount of the indebtedness of  
“the party of the second part created under this inden-  
“ture shall, at the time of the execution and delivery  
“of these presents, or at any future time, exceed the  
“amount of the capital stock of said party of the second  
“part actually paid in, the parties of the first part, in  
“consideration of the premises, and of the sum of one  
“dollar to them in hand paid by the party of the second  
“part, the receipt whereof is hereby acknowledged,  
“hereby covenant, promise and agree, that they will,  
“and they do hereby remise, release and discharge, the  
“trustees of the party of the second part, under whose  
“administration such excess may be or is hereby cre-  
“ated, from all and every liability, joint or severally, in  
“their, or either of their individual and private capa-  
“cities, to the parties of the first and third parts, for  
“the amount of such excess of said indebtedness over  
“the amount of capital stock of the party of the second  
“part actually paid in at the time of the execution and  
“delivery of these presents; and said parties of the first  
“part, for the consideration aforesaid, do hereby waive,  
“surrender and abandon, any and all claim, demand  
“or right, at law or in equity, or existing or to exist,

“by operation of the statute creating undivided and private liabilities of trustees of corporations organized under the laws of California, for the debts or liabilities incurred in excess of the amount of capital stock actually paid in. And the said party of the third part, hath covenanted and agreed, and doth hereby covenant and agree, to and with the parties of the first part and the party of the second part, that it has duly authorized, empowered, directed and required, the said parties of the first part, as trustees aforesaid, to make, execute and deliver, this indenture to the said party of the second part in manner and form, and upon the terms and conditions hereinbefore expressed. And the said party of the second part, by and through its president, he being thereunto and for that purpose duly authorized and empowered, this sale and conveyance, and every part thereof, hath fully and completely ratified, approved and confirmed, and by these presents doth fully ratify, approve and confirm the same.

“In witness whereof, the said parties of the first part have hereunto set their respective hands and seals; and the said party of the second part hath also caused these presents to be subscribed by its president, and its corporate seal hereto affixed and attested by its secretary, by resolution of its board of trustees the day and year first above written; and the said party of the third part hath also caused the same to be subscribed by its president, and its corporate seal to be hereto affixed and attested by its secretary, by resolution of its board of trustees the day and year first above writetn.

MILTON S. LATHAM. SEAL.  
 FAXON D. ATHERTON. SEAL.  
 WILLIAM NORRIS. SEAL.

“(Seal.) The EUROPEAN and OREGON  
 LAND COMPANY.

By Joseph S. Wilson, President.

The EUROPEAN and OREGON  
 LAND COMPANY.

By Francis Avery, Secretary.

“(Seal.) The OREGON and CALIFOR-  
 NIA RAILROAD COMPANY,

By Ben Holladay, President.

The OREGON and CALIFOR-  
 NIA RAILROAD COMPANY.

A. G. Cunningham, Secretary.

“Signed, sealed and delivered, first being duly  
 “stamped, W. H. L. Barnes, F. J. Thibault.

“State of California, City and County of San Fran-  
 cisco, ss.

“I, F. J. Thibault, a commissioner for the State of  
 “Oregon duly commissioned by the executive authority,  
 “and qualified under and by virtue of the laws thereof,  
 “to take the acknowledgment and proof of the execu-  
 “tion of deeds and other instruments in writing under  
 “seal to be used or recorded in the State of Oregon,  
 “and to administer oaths, affirmatives, etc., residing in  
 “the city and county of San Francisco, and State of

“California, do certify that on the twenty-eighth day  
“of March, A. D. one thousand eight hundred and sev-  
“enty-one, before me personally appeared, in the said  
“city and county of San Francisco, and State of Calif-  
“ornia, Milton S. Latham, Faxon D. Atherton and Wil-  
“liam Norris, whose names are subscribed to the fore-  
“going instrument as parties thereto of the first part,  
“who are to me personally known to be the individuals  
“described in and who executed the said instrument as  
“parties of the first part therein; and said Milton S.  
“Latham, Faxon D. Atherton and William Norris, sev-  
“erally, duly acknowledged to me that they executed  
“the said annexed instrument, freely and voluntarily,  
“and for the uses and purposes therein mentioned; and  
“also that on the day and year aforesaid, and at the  
“place aforesaid, and before me, a commissioner for the  
“State of Oregon aforesaid, personally appeared Joseph  
“S. Wilson, president of the European and Oregon  
“Land Company, and Francis Avery the secretary of  
“the said Company, and to me severally and personally  
“known as the president and secretary of said com-  
“pany, and as the real persons by whom and in whose  
“names as such president and secretary the foregoing  
“instrument was subscribed and executed, and they sev-  
“erally acknowledged before me that they severally  
“subscribed and executed the foregoing instrument, for  
“and in behalf of and as the act and deed of said Euro-  
“pean and Oregon Land Company, party of the second  
“part thereto, for the uses and purposes therein ex-  
“pressed, under express authority of resolutions of its

“board of directors, duly passed and adopted, and the  
“said Joseph S. Wilson aforesaid, and said Francis  
“Avery, secretary as aforesaid, being by me duly and  
“severally sworn, severally deposed as follows: That he  
“knows the corporate seal of said company, and that the  
“seal affixed to the foregoing instrument is the cor-  
“porate seal of said company, and was so affixed by  
“the express order and direction of its board of directors,  
“and under authority of resolutions duly passed and  
“adopted by said board, and duly entered upon the min-  
“utes of its proceedings.

“In witness whereof, I have hereunto set my hand  
“and affixed my official seal as such commissioner, at  
“my office in the city and county of San Francisco, and  
“State of California, this twentieth day of March, in  
“the year of our Lord one thousand eight hundred and  
“seventy-one.

“(Seal of Commissioner.)    F. J. THIBAUT,  
Commissioner for Oregon, in California.

“State of Oregon, County of Multnomah, ss.

“Be it remembered that on this first day of April,  
“A. D. one thousand eight hundred and seventy-one,  
“before me, the undersigned, a notary public in and for  
“the State of Oregon, duly commissioned and qualified,  
“and duly authorized by the laws of the State of Ore-  
“gon to take acknowledgments and proof of the execu-  
“tion of deeds and other instruments in writing under  
“seal, and to administer oaths and affirmations, etc.,  
“personally came Ben Holladay, president, and A. G.



“Cunningham, secretary of the Oregon and California  
“Railroad Company, of Portland, Oregon, a corpora-  
“tion duly incorporated under the laws of the State of  
“Oregon, to me severally and personally known to be  
“the president and secretary of said company, and to be  
“the identical persons described in and by whom and  
“in whose names as such president and secretary, the  
“foregoing instrument was subscribed and executed by  
“the said Oregon and California Railroad Company,  
“party of the third part, and they severally acknowl-  
“edged before me that they severally subscribed and ex-  
“ecuted the foregoing instrument for and on behalf of,  
“and as the act and deed of said Oregon and California  
“Railroad Company, party of the third part thereto,  
“for the uses and purposes therein expressed, under  
“express authority of resolutions of the board of di-  
“rectors of said company, duly passed and adopted, and  
“the said Ben Holladay, president, as aforesaid, and said  
“A. G. Cunningham, secretary, as aforesaid, being by me  
“duly and severally sworn, severally deposed as follows:  
“That he knows the corporate seal of said company,  
“and that the seal affixed to the foregoing instrument  
“is the corporate seal of said company, and was so af-  
“fixed by the express order and direction of the board  
“of directors of said company, and under authority of  
“resolutions duly passed and adopted by said board, and  
“duly entered upon the minutes of its proceedings.

“In witness whereof I have hereunto set my hand  
“and affixed my official seal, as such notary, at my  
“office, in the city of Portland, county of Multnomah



“and State of Oregon, this first day of April, in the  
“year of our Lord one thousand eight hundred and  
“seventy-one.

GEO. E. COLE, Notary Public.

“(Notarial Seal.)

“(5 Cent Revenue Stamp, Canceled.)

“State of Oregon, Department of State,

“I, S. F. Chadwick, secretary of the State of Ore-  
“gon, do hereby certify, that Geo. E. Cole, whose name  
“is subscribed to the foregoing and annexed certificate  
“of acknowledgment to indenture, was at the time of  
“signing the same, to wit: on the first day of April,  
“A. D. one thousand eight hundred and seventy-one,  
“a duly commissioned, qualified and acting notary pub-  
“lic in and for the county of Multnomah, in said State  
“of Oregon, and that he was there by the laws of the  
“State of Oregon, duly authorized and empowered to  
“take and certify, under his notarial seal, acknowledg-  
“ments of deeds of conveyance and indentures, and  
“that full faith and credit are due to his official acts  
“as such.

“Witness my hand and the great seal of State, at  
“office, in the city of Salem, State of Oregon, this  
“third day of April, in the year of our Lord one thou-  
“sand eight hundred and seventy-one.

“(Seal of State.)

S. F. CHADWICK,

Secretary of the State of Oregon.”

GOVERNMENT'S EXHIBIT NO. 127

Central Pacific Railway Co. & :  
Oregon & California Railroad Co. :  
with : Agreement.  
Pokegama Sugar Pine Lumber Co. :

The Central Pacific Railway Company, a corporation, and the Oregon and California Railroad Company, a corporation, first parties and the Pokegama Sugar Pine Lumber Company, a corporation, second party, have agreed as follows:

The first parties grant unto the second party an option to purchase the hereinafter mentioned lands for the price, during the term, and upon the conditions herein specified; that is to say:

The second party may, on or before June 30th 1903, purchase from the first parties, any or all the lands now owned by the first parties or either of them, or which first parties, or either of them, may acquire title to before such purchase shall have been made, in township thirty-nine (39) south ranges four (4) five (5) and six (6) east, and township forty (40) south, ranges four (4) five (5) and six (6) east, Willamette Base and Meridian, and townships forty-six (46) and forty-seven (47) and forty-eight (48) north, ranges two (2) three (3) and four (4) west Mount Diablo Base and Meridian, at the following prices; Of the lands in the Willamette Base and Meridian not less than eight thousand (8000) acres at nine (\$9.00) dollars per acre, and

five thousand (5000) acres at five (\$5.00) dollars per acre as hereinafter provided; and of the lands in the Mount Diablo Base and Meridian not less than fourteen thousand and eight hundred (14,800) acres at seven (\$7.00) dollars per acre, as hereinafter provided. The foregoing lands to be selected by the second party and so purchased in tracts comprising and constituting half a quarter section each (but the selection of two forty acre tracts in two separate quarters of a section shall not be deemed a compliance with this provision). And in case the purchase is made as herein provided, it shall be written upon the contract forms in general use by the first parties for the sale of timber lands at the time such purchase is made and in conformity with and subject to the subsisting rules and conditions of first parties relating to such sales, with a covenant excepting and reserving all minerals in the lands, with right to mine and extract the same, unto the first parties. Provided, however, that while the foregoing option extends to any and all of the said lands, yet the second party must purchase not less than twenty-seven thousand and eight hundred (27,800) acres thereof, to be selected by the second party; of which not less than fourteen thousand and eight hundred (14,800) acres shall be in the Mount Diablo Base and Meridian and not less than thirteen thousand (13,000) acres shall be in the Willamette Base and Meridian. It is further agreed that of the lands in the Willamette Base and Meridian second party must first select not less than eight thousand acres at the agreed price of nine (9.00) dollars per acre,

and that after such selection—but not before—second party must also select an additional five thousand (5,000) acres at the agreed price of five (\$5.00) dollars per acre which additional selection must not exceed nor be less than five thousand (5,000) acres.

The following is a re-capitulation of the minimum amount of acres to be selected by second party, and the price to be paid therefor:

In the Mount Diablo Base and Meridian,	
not less than 14,800 acres at \$7.00 per acre	\$108,600.00
In the Wallamette Base and Meridian, not	
less than 8,000 acres at \$9.00 per acre . . .	72,000.00
Additional 5,000 acres at \$5.00 per acre . . .	25,000.00
	<hr/>
Total . . . . .	\$200,600.00

Otherwise, the said option to be void; and upon notice of the lands to be selected for the purchase under this option, the first parties will withdraw such lands as subject of sale under this agreement, and hold them so withdrawn pending the existence of the said option.

Provided, further that the foregoing option is subject to and depends upon, full and specific performance by the second party of the following conditions precedent; that is to say;

(1) No right whatsoever shall vest in, or be deemed conferred upon, the second party by or in virtue of this agreement, until the second party shall have completed the construction of a railroad from some point on, or in the immediate vicinity of, section five (5), in town-

ship forty one (41) south, range five (5) east. Willamette Base and Meridian, to and connecting with the main railroad (California and Oregon branch) of the Central Pacific Railway Company; nor shall any right vest in, or be deemed conferred upon the second party by or in virtue of this agreement, unless the construction of the said connecting railroad by the second party is completed and in operation on or before June 30th 1903;

(2) The second party shall, on or before June 15th 1903, file with the first parties, at their Land Agent's Office in San Francisco, a list describing the lands selected to be purchased under this agreement, and thereupon such lands, but no other lands shall be withdrawn as hereinbefore provided, and all lands not described in said list shall thereupon be free and clear of the operation and effect of this agreement; and in case the title of the first parties, or either of them, shall fail, or be found imperfect, or invalid, to any lands described in said list as filed, the second party shall purchase all the remaining lands of said list, at the time and as herein provided, and in default of such purchase all rights of the second party under this agreement shall cease.

(3) Time, whenever mentioned, is an essence of this agreement.

(4) It is mutually agreed that this agreement, nor any interest therein, cannot be assigned by the second party without the written consent of the Land Agent

of the first parties.

In consideration of the foregoing option, second party has paid to first parties the sum of one thousand (\$1,000.00) dollars, which has been paid into the treasury of the Oregon and California Railroad Company, and in the event of the compliance of the second party of the terms and conditions of this option said sum is to be credited on account of the purchase price agreed to be paid for the land herein described—otherwise said sum is to be forfeited and to remain the property of the first parties.

It is further agreed that this option is to supersede that certain option of date September 25th, 1901, between the Central Pacific Railway Company and the Pokegama Sugar Pine Lumber Company, and that certain option of date October 2nd, 1901, between the Oregon and California Railroad Company and the Pokegama Sugar Pine Lumber Company; and the two last mentioned options are hereby cancelled by mutual agreement.

In Witness Whereof, the first parties have caused their names to be subscribed to this agreement in triplicate, by their Land Agent and the second party has caused its name to be subscribed and corporate seal affixed on November 11, 1902.

Central Pacific Railway Company

By Wm. H. Mills, Land Agent.

Oregon and California Railroad Company.

By Wm. H. Mills, Land Agent,



Pokegama Sugar Pine Lumber Company,

By George Mason, President.

By Jno. E. Coffin, Secretary.

(Corporate Seal.)

State of California

County of Los Angeles      SS.

On this 16th day of December, in the year one thousand, nine hundred and five, A. D. before me, Frank W. Hovey a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. Mason, known to me to be the President of the Pokegama Sugar Pine Lumber Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in said county, the day and year in this certificate first above written.

Frank W. Hovey, Notary Public in and for  
Los Angeles County, State of California.

Seal

(Corporation)

Filed and recorded on the 24th day of January,  
A. D. 1906, at 8 A. M.

Geo. Chastain, County Clerk.

By Oscar Shive, Deputy.

State of Oregon,       :  
                              :SS  
County of Klamath     :

I, Geo. Chastain, County Clerk in and for Klamath County, Oregon, do hereby certify that the foregoing copy of deed has been by me compared with the original as it appears of record in Book 19, page 368, in Deed Records of Klamath County, Oregon, in my office and custody, and that it is a true, full, complete and correct transcript of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 7th day of September, A. D. 1907.

Geo. Chastain, County Clerk,

By Lyle Watson, Deputy.

(Seal.)

GOVERNMENT'S EXHIBIT NO. 128.

Deed Book 88, Page 288.

N. P. R. R. Co.,

to

City of Portland

Pacific Division

Quit-claim Deed No. 6.

THIS INDENTURE, made the seventh day of August, in the year of Our Lord, One Thousand Eight Hundred and Eighty-Six, by and between the Northern Pacific Railroad Company, a corporation, created

by and existing under an act of the Congress of the United States of America, entitled "An Act, granting lands to aid in the construction of a railroad and telegraph line from Lake Superior to Puget Sound, on the Pacific Coast, by the Northern Route," approved July 2, 1864, party of the first part, the Central Trust Company of New York, a corporation, existing under the laws of the State of New York, Trustee under a certain Indenture of Mortgage or Deed of Trust, made by the said party of the first part, and bearing date the first day of January, A. D., One Thousand, Eight Hundred and Eighty-one, party of the second part, and the City of Portland, in the County of Multnomah and State of Oregon, party of the third part.

WHEREAS, the said party of the first part, under and by virtue of the said act of Congress, became and is the grantee of certain lands situate in the Territory of Washington and State of Oregon, and did execute and deliver to the said party of the second part, a mortgage, inter alia, of the said lands, in trust for the purposes therein mentioned, bearing date the first day of January, A. D. One Thousand Eight Hundred and Eighty-one, and duly filed and recorded in the office of the Secretary of the Interior, in the City of Washington.

AND WHEREAS, it is provided and covenanted in said mortgage, among other things, that the said party of the first part shall at all times be at liberty to contract for the sale of any parcel or parcels of said lands,

at such price or prices as to it shall seem reasonable, not below the appraisal thereof, approved by the said party of the second part, and that upon deposit of the proceeds of such sale, or sales, with the said party of the second part, whether the same be in cash, bonds, coupons or other securities, it shall, by deed or deeds, executed by it, or its authorized Attorney or Attorneys, release the land so sold and paid for, from the lien created thereby.

AND WHEREAS, the said party of the first part, has contracted to sell and convey to the said party of the third part, the right of way over and the riparian rights inuring to the parcels of the said lands, which are hereinafter described, free from the encumbrance of the said mortgage, for the price hereinafter specified, being not less than the appraisal thereof, approved by the said party of the second part; and the said Trustee has become a party hereto, for the purpose of releasing the said land, hereby conveyed from the said encumbrance so that the party of the third part, its representatives, successors and assigns, shall take and hold the same free from any lien existing by reason of said mortgage.

Now this INDENTURE WITNESSETH: That the said parties of the first and second parts, by virtue of the said powers in said mortgage expressed, and of all others their powers and estates in the premises, and for and in consideration of the sum of Five Dollars unto the said party of the first part, and by it unto

the said party of the second part, well and truly paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do release and quitclaim forever, unto the said party of the third part, its representatives, successors and assigns, all their right, title and interest in and to the following described parcels of land, situate in Multnomah County, in the State of Oregon, to-wit:

A strip of land, fifty feet in width being twenty-five feet in width on each side of the center line of a water pipe line, as the same is staked out and located or as it shall be hereafter finally located, according to the provisions of an Act of the Legislative Assembly of the State of Oregon, approved November 25, 1885, providing for the means to supply the City of Portland with an abundance of good, pure and wholesome water, over and across the following described tracts of land:

Sections Nineteen and Thirty-one, in Township One South of Range Six East; Sections Twenty-five, Thirty-one, Thirty-three and Thirty-five in Township One South of Range Five East; Sections Three and Five in Township Two South of Range Five East; Section One in Township Two South of Range Four East; Sections Twenty-three, Twenty-five and Thirty-five in Township One South of Range Four East of the Willamette Meridian.

Hereby giving and granting unto the said party of the third part, its representatives, successors and assigns, the full right to enter on the hereinbefore described

strips of land, over and across the above described Sections, for the purpose of constructing, maintaining or repairing the said water pipe line, without being considered a trespasser, also giving and granting all riparian rights whatsoever, which inure and belong to the party of the first part, or which it may hereinafter acquire by reason of any right, title and interest or claim whatsoever in and to the above described lands lying contiguous and adjacent to the stream known and described as Bull Run, in the above named Sections.

TO HAVE AND TO HOLD the above described premises, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto the said party of the third part, its representatives, successors and assigns, forever, for use as the site of said water pipe line, to be constructed and maintained for supplying the City of Portland with water and not otherwise, free and clear of the lien and encumbrance of the said Indenture of Mortgage, and of the trusts therein or thereby declared or created.

IN WITNESS WHEREOF, the said parties of the first and second parts have caused these presents to be sealed with their respective corporate seals, the day and year first above written.

NORTHERN PACIFIC RAILROAD  
COMPANY,

(SEAL OF  
N. P. R. R. CO.)

By Robert Harris,  
President.



ATTEST:

Sam'l Wilkeson,  
Secretary.

CENTRAL TRUST COMPANY OF  
NEW YORK,

Trustee,

(C. T. CO., OF NEW YORK)

By G. Sherman,  
V. President.

Sealed and Delivered in the  
presence of:

L. R. Kidder,  
Frank E. Earle.

[illegible]

BE IT REMEMBERED, that on this seventh day of October, A. D. One Thousand Eight Hundred and Eighty-six, before me, personally appeared Robert Harris, with whom I am personally acquainted and who is known to me to be the President of the Northern Pacific Railroad Company, the corporation that is described in and that executed the foregoing instrument, as the party of the first part thereto, and who being by me duly sworn, said, that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument, as such, is said corporate seal; that the same was affixed to the foregoing instrument by authority of the Board of Directors of said Company,

and that he signed the said instrument by like authority and the said Robert Harris at the same time acknowledged the foregoing instrument to be the act and deed of the said Northern Pacific Railroad Company, and that said Company executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year last aforesaid.

L. R. KIDDER.

Commissioner of Deeds in New York,  
for State of Oregon.

(COMMISSIONER OF DEEDS  
SEAL)

[illegible]

BE IT REMEMBERED, that on this eleventh day of October, A. D. One Thousand Eight Hundred and Eighty-six, before me personally appeared G. Sherman, with whom I am personally acquainted, and who is known to me to be the Vice President of the Central Trust Company of New York, the corporation that is described in and that executed the foregoing instrument as the party of the second part thereto, and who, being by me duly sworn, said that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument, as such, is said corporate seal, that the same

was affixed to the foregoing instrument by authority of the Board of Directors of said Company, and that he signed the said instrument by like authority. And the said G. Sherman at the same time acknowledged the foregoing instrument to be the act and deed of the said Central Trust Company of New York, and that said Company executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of New York, the day and year last aforesaid.

L. R. KIDDER,

Commissioner of Deeds in New York,  
for State of Oregon.

(COMMISSIONER OF DEEDS  
SEAL)

Received for Record, Oct. 28th, 1886,

10:45 o'clock a. m.

Form M 44

STATE OF OREGON,	)	
	) ss.	No. 9527
County of Multnomah,	)	

I, JOHN B. COFFEY, County Clerk and Clerk of the County Court of the County of Multnomah and State of Oregon, do hereby certify that the foregoing copy of Deed, Northern Pacific Railroad Company to City of Portland, has been compared by me with the original, and that it is a correct transcript therefrom,

and of the whole of such original Deed as the same appears of record in my office and in my custody.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 26th day of April A. D. 1913.

(Seal) JNO. B. COFFEY,  
County Clerk  
.....Deputy

### GOVERNMENT'S EXHIBIT 129

This exhibit consists of the record of the minutes of all meetings of the directors and stockholders of the defendant Oregon and California Railroad Company from the date of its organization until September 4, 1908, the date of the institution of this suit. By stipulation of the parties the original exhibit was withdrawn, upon the understanding that either party might designate any portion thereof to be included in the printed record. Supplementing the former stipulation upon the subject, the parties now, as a part of the settlement of the transcript of the record, do further stipulate as follows:

A verified copy of said records shall be substituted for the original, to the end that the latter may remain in the custody of the corporation for current use. Such verified copy shall have the same force and effect as the original, and shall be considered as a part of the record in

all appellate or other proceedings in said cause. Said verified copy shall not be actually filed either in the trial court or in any appellate court, unless the government shall so request. But if the government shall so request, the same shall be filed by the defendant Oregon and California Railroad Company, and considered as a part of the record in said cause in any court in which the same may be pending, and in that event, either party may make reference to the same or any part thereof, and the same shall in all respects be treated as a part of the evidence in said cause. In consideration of the premises, it shall not be necessary to include any portion of said exhibit in the printed record in said cause.

#### GOVERNMENT'S EXHIBIT NO. 130

This exhibit consists of certified copies of letters on file in the office of the Secretary of the Interior and General Land office, as follows: Letter dated, "Senate Chamber, Washington, Jan'y. 19, 1869, to Hon. O. H. Browning, Secretary of the Interior, signed by Geo. H. Williams; also letter, dated, Department of the Interior, Washington, D. C. January 20, 1869, to Hon. George H. Williams, United States Senate, signed by O. H. Browning, Secretary; also letter dated, Washington, D. C., April 12th, 1869, to Hon. Jacob D. Cox, Secretary of the Interior, signed by J. H. Mitchell, Attorney for the Oregon Central Railroad Co., Salem, Oregon; also letter dated, Office of the O. C. R. R. Co. Salem, Oregon, June 9th, 1869, to Hon.

Jacob D. Cox, Secretary of Interior, Washington, D. C., signed by Geo. E. Cole, Secretary O. C. R. R. Co.; also letter dated, Office of Oregon Central Railroad Company, Salem, Sept. 19, 1870, to Hon. J. D. Cox, Secy. Dept. Interior, Washington, D. C., signed by I. R. Moores, Pres. O. C. R. R. Co. of Salem, and Geo. H. Cole, Secy. O. C. R. R. Co. of Salem; also letter dated, Portland, Oregon, Sept. 21st, 1870, to Hon. J. D. Cox, Secy. Dept. of Interior, Washington, D. C., signed by Geo. H. Williams; also letter, dated Portland, Oregon, Sept. 21st, 1870, to Hon. J. D. Cox, Secy. Dept. Interior, Washington, D. C., signed by J. Gaston, Sec. O. C. R. R.

The letters contained in this exhibit are set out in full at pages 1910, et seq. of this printed record.

## DEFENDANT'S EXHIBITS

### DEFENDANTS' EXHIBIT 250.

4—207r

#### DEPARTMENT OF THE INTERIOR

#### GENERAL LAND OFFICE

#### WASHINGTON

March 11, 1912.

I hereby certify that the annexed copy is a true and literal exemplification from the original letter in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and



5768

*O. & C. R. R. Co., et al.*

year above written.

H. W. LAMONT,  
(Seal) Recorder of the General Land Office.

Telephone House, Colum. No. 800.

“ Office, Main No. 819.

*1-65218*

A. A. HOEHLING, JR.,

ATTORNEY AT LAW,

1416 F STREET, NORTHWEST,

WASHINGTON, D. C.

*Division “F”.*

*Oregon & California*

*R. R. Co. Request*

*for supplemental pa-  
tent.*

June 10, 1909.

*June 21/09 to party trans. Suppl.*

*patent, O. & C. R. R. files.*

*F. L.*

The Honorable,

The Commissioner of the

General Land Office.

*Defendants Ex.*

Sir:

250

On behalf of the Oregon & California Railroad Com-  
pany, I have the honor to invite your further attention

to parts of Section 9, Township 30 South, Range 1 West, Roseburg, Oregon.

Under date May 15th ult., I addressed a letter to you in connection with this same matter, calling attention to the fact that the Railroad Company named had heretofore received patent for the SE/4, frl. SW/4, and frl. NE/4, 320 acres, of said Section 9, patent No. 3, dated May 29, 1872, (recorded in Vol. 3, p. 41.).

I also therein called attention to the fact that the local office at Roseburg, Oregon, had given notice that plats of survey of the W/2 and NE/4 of said Section 9, would be filed in that office on Saturday May 29, 1909, at 9 o'clock A. M., and that the lands would then be open to entry to *bona fide* settlers who made settlement prior to the withdrawal of the lands for the Umpqua National Forest Reserve.

I accordingly asked that appropriate instructions be issued to said local office to exclude said patented portions of Section 9, namely, the S/2 of NE/4 and the S/2 of the SW/4.

2-65218

That application was granted by you, and instructions were issued by your Office, under date May 18, 1909, (E—W.T.P.—54351—09); and in your said letter you advised the local office that the lands so patented to the Railroad Company are now described as the SE/4, S/2 of NE/4, SE/4 of SW/4, and Lot 7, of said Section 9; and you instructed the local office to so note on their records.

In view of the fact that the patent so heretofore issued to the Company describes the lands as fractional NE/4 and fractional SW/4, and which lands have now been further designated by survey as being the S/2 of the NE/4, the SE/4 of SW/4, and Lot 7, of said Section 9, I am requested by the Railroad Company to ask that a supplemental patent may issue to it, covering the descriptions just given, this to the end that the record may be made to conform with the latest official designation by legal sub-divisions.

Respectfully,

A. A. HOEHLING, JR.

Attorney for said Company.

*Plat Nov. 25/08*

## DEFENDANTS' EXHIBIT 251.

### RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE OREGON & CALI- FORNIA RAILROAD COMPANY, SEPTEMBER 28, 1908.

“RESOLVED, That Mr. B. A. McAllaster be and he is hereby appointed Land Commissioner of the Oregon & California Railroad Company, to be located at San Francisco, California, for the purpose of managing and disposing of, by sale or otherwise, any and all lands heretofore granted by the United States of America

to this Company, or to its predecessors in interest, subject to the approval of the Board of Directors of this Company, to hold office during the pleasure of this Board; and the said B. A. McAllaster, as such Land Commissioner, is hereby authorized and empowered to execute contracts for the sale or other disposition of such lands, and to execute conveyances of such lands in the name of the said Company, and under its duplicate corporate seal, without further special authorization of this Board.

**RESOLVED FURTHER**, that said B. A. McAllaster, as such Land Commissioner of this Company, be and he is by this Board duly authorized and instructed, in all cases where in his judgment it is necessary or expedient for the best interests of the Company, to compromise, compound, settle and terminate any land contracts issued by this Company which are outstanding and in default at this date; and all proceedings taken by said Land Commissioner in accordance with and pursuant to this resolution are hereby ratified and confirmed.

**RESOLVED FURTHER**, that the said appointment and authorization shall take effect as of Monday, the 21st day of September, 1908.

[RESOLUTION CERTIFIED BY SECRETARY]

## DEFENDANTS' EXHIBIT 252

CENTRAL PACIFIC RAILWAY COMPANY  
RESOLUTION ADOPTED BY THE BOARD  
OF DIRECTORS, SEPT. 26TH, 1908

RESOLVED that B. A. McALLASTER be and he is hereby appointed Land Commissioner of this Company, with full power to supervise and attend to all matters pertaining to land in the States of California, Nevada, Utah and Idaho, granted by the Government of the United States to this Company or its predecessor, and the said B. A. McAllaster, as such Land Commissioner, is hereby given full power to manage, conduct and carry on the business of the Land Office of this Company, and, subject to the approval of the Board of Directors of this Company, to sell, contract to sell, demise and let, all or any of its lands, and to sign his name for this Company to all contracts, agreements, leases, and other documents as shall be necessary and requisite for the full, complete, effectual and proper management or disposal of its lands; and he is hereby fully authorized and empowered to represent this Company in the United States Land Offices, or before the officers thereof, in person or through persons employed by him for that purpose, and to represent this Company in all matters pertaining to its lands at all times and places, the said appointment to take effect as of Monday, the 21st day of September, 1908.

[RESOLUTION CERTIFIED BY SECRETARY]

DEFENDANTS' EXHIBIT 253

SOUTHERN PACIFIC RAILROAD COM-  
PANY

RESOLUTIONS ADOPTED BY THE BOARD  
OF DIRECTORS, SEPT. 23, 1908

RESOLVED and ORDERED that B. A. McALLASTER be and he hereby is appointed Land Commissioner of this Company, with full power to supervise and attend to all matters pertaining to land in the State of California granted by the Government of the United States to this Company or to its predecessor the Southern Pacific Railroad Company, including the lands granted by the United States Government to the Texas & Pacific Railway Company, and assigned and transferred by said Texas & Pacific Railway Company to the Southern Pacific Railroad Company, predecessor of this Company, and said B. A. McAllister as such Land Commissioner is hereby given full power to manage, conduct and carry on the business of the land office of this Company, and, subject to the approval of the Board of Directors of this Company, to sell, contract to sell, demise and let, all or any of its said lands, and to sign his name for this Company to all contracts, agreements, leases and other documents as shall be necessary and requisite for the full, complete, effectual and proper management or disposal of its lands; and he is hereby fully authorized and empowered to represent this Company in the United States Land Offices, or before the



officers thereof, in person or through persons employed by him for that purpose, and to represent this Company in all matters pertaining to its lands at all times and places, the said appointment to take effect as of Monday, the 21st day of September, 1908.

[RESOLUTION CERTIFIED BY SECRETARY]

DEFENDANT'S EXHIBIT 254.

SOUTHERN PACIFIC COMPANY.  
APPOINTMENT OF B. A. MCALLASTER AS  
LAND COMMISSIONER.

On motion, duly seconded, the following resolution was unanimously adopted:

RESOLVED, That B. A. McAllaster be and he hereby is appointed Land Commissioner of the Southern Pacific Company, to manage, lease, sell and dispose of its lands and lots in the Townsite of Russell City, Alameda County, California; in the townsite of Mina, Esmeralda County, Nevada; and in the townsite of Imlay, Humboldt County, Nevada; and the said B. A. McAllaster is hereby granted full power to negotiate and agree to leases and sale contracts of said lands and lots for such prices and upon such terms as he may deem judicious and advisable, and to collect, receive and receipt for all moneys due or to become due under such leases and contracts, and as such Land

Commissioner to execute and deliver proper written leases and sale contracts of and for said lands and lots; hereby ratifying and confirming all lawful acts of the said B. A. McAllaster under and in pursuance of this resolution.

The appointment of F. C. Radcliffe as Land Agent of this company for like purposes by resolution of the Executive Committee of this company adopted January 23, 1908, is hereby revoked.

[RESOLUTION CERTIFIED BY SECRETARY]

DEFENDANT'S EXHIBIT 255.

"Form 3332. 10.3-06-200"

Deed No..... Issued for Contract No.....  
Dated.....

*This Deed*, made on.....190....., by  
Central Pacific Railway Company, a corporation of the  
State of Utah, first party, and United States Trust  
Company of New York, a corporation of the State of  
New York, as Trustee under Mortgage or Deed of  
Trust from said Central Pacific Railway Company  
dated August 1st, 1899, second party, unto.....  
....., third part....., Witnesseth:  
The first party, in consideration of.....  
.....Dollars, receipt whereof is acknowl-

[illegible]

of Section....., Township.....  
Range ....., .....Base and Meridian,  
containing.....Acres, according to the  
United States public surveys; together with all rights,  
privileges and appurtenances thereunto belonging or in  
anywise appertaining.

The second party, as Trustee aforesaid (said sale having been reported to it by the President or Vice-President and Treasurer of first party, with full particulars as to the price and terms of such sale), hereby releases the said land, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, from the lien of the said Mortgage or

Deed of Trust of August 1st, 1899.

In Witness Whereof first party and second party has each caused its name and corporate seal to be hereunto subscribed and affixed by its President or Vice-President, and Secretary or Assistant Secretary, on the date herein first written.

CENTRAL PACIFIC RAILWAY COMPANY,

By \_\_\_\_\_

Its.....President.

By \_\_\_\_\_

Its.....Secretary.

UNITED STATES TRUST COMPANY OF  
NEW YORK,

By \_\_\_\_\_

Its.....President.

By \_\_\_\_\_

Its.....Secretary.

State of California, )

) ss.

City and County of San Francisco. )

On this.....day of....., in  
the year One Thousand Nine Hundred and.....,  
before me, ....., a Notary Public in  
and for the said City and County, residing therein, duly  
commissioned and sworn, personally appeared.....  
.....known to me to be the

.....President .....

of .....

the Corporation described in and that executed the within instrument, and also known to me to be the person.....who executed said instrument on behalf of the Corporation therein named, and..... he.....acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this Certificate first above written.

.....

Notary Public,

in and for the City and County of San Francisco, State of California.

My Commission expires.....

FILED

MAY 10, 1913.

A. M. CANNON,

Clerk U. S. District Court.

Form 4501 Local (12-19-10-800-S 2741)

Deed No. .... Issued for Contract No. ....

Dated. ....

*This Deed*, made on ..... 191..., by  
CENTRAL PACIFIC RAILWAY COMPANY,  
a Corporation of the State of Utah, first party, and the  
United States Trust Company of New York, a Cor-  
poration of the State of New York, as Trustee under  
Mortgage or Deed of Trust from said Central Pacific  
Railway Company, dated August 1st, 1899, second  
party, unto .....  
....., third part.,

Witnesseth: That first party, for and in considera-  
tion of .....  
Dollars, receipt where of is acknowledged, hereby grants  
and conveys unto third part., .....and  
assigns, the following described land situated in the  
County of ....., State of ....., to wit:

of Section. .... Township, ....., Range. ....,



.....Base and Meridian, containing.....  
Acres, according to the United States Public Surveys;  
together with all rights, privileges and appurtenances  
thereunto belonging or in anywise appertaining; sub-  
ject, however, to any rights, liens or encumbrances  
created or permitted, by any other person than the said  
grantor, since.....

*Excepting* from the foregoing conveyance a right  
of way of lawful width for any and all County Roads  
heretofore lawfully established and now in public use  
upon and across the said land.

*Provided*, however, that first party is not, and shall  
never be held liable for any assessment or taxation of  
the said land, levied or imposed for the fiscal year be-  
ginning....., 1...., and all subsequent years;  
nor for any failure to pay the same.

The second party, as Trustee aforesaid (said sale  
having been reported to it by the President or Vice-  
President and Assistant Treasurer of first party, with  
full particulars as to the price and terms of such sale),  
hereby releases the said land, together with all rights,  
privileges and appurtenances thereunto belonging or  
in anywise appertaining, from the lien of the said Mort-  
gage or Deed of Trust of August 1, 1899.

In Witness Whereof, first party and second party  
has each caused its name and corporate seal to be here-  
unto subscribed and affixed by its President or Vice-  
President, and Secretary or Assistant Secretary, on the

date herein first written.

CENTRAL PACIFIC RAILWAY COMPANY,

By.....

Its.....President.

By.....

Its.....Secretary.

UNITED STATES TRUST COMPANY OF  
NEW YORK,

As Trustee,

By.....

Its.....President.

By.....

Its.....Secretary.

Countersigned:

Countersigned:

.....

.....

Land Commissioner.

Auditor.

Form 4502 Local (12-19-10—200—S-2741)

Deed No.....

Issued for Contract No.....

Dated.....

*This Deed*, made on.....191..., by  
CENTRAL PACIFIC RAILWAY COMPANY,  
a Corporation of the State of Utah, first party, and  
United States Trust Company of New York, a Cor-  
poration of the State of New York, as Trustee under  
Mortgage or Deed of Trust from said Central Pacific

Railway Company, dated August 1st, 1899, second party, unto . . . . ., third part . . . ,

Witnesseth: That first party, for and in consideration of . . . . . Dollars, receipt whereof is acknowledged, hereby grants and conveys unto third part . . . , . . . . . and assigns, the following described land situated in the County of . . . . ., State of . . . . ., to wit:

of Section . . . . ., Township . . . . ., Range . . . . .  
 . . . . . Base and Meridian, containing . . . . .  
 . . . . . Acres, according to the United States Public Surveys; together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining; subject, however, to any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since . . . . .

Excepting and Reserving from the foregoing conveyance:

FIRST: A strip of land . . . . . feet wide, lying equally on each side of each main-track, side-track, spur, switch, and branch-line of said Central Pacific Railway Company, as the same are now, or may within . . . . . years hereafter be, constructed upon, across or adjacent to said land.

SECOND: A right of way of lawful width for any and all County Roads heretofore lawfully established and now in public use upon and across the said land.

THIRD: The right to use all water rising upon said land which may be needed for the operation and repair of said Railway, and the right to conduct the same, as well as water rising upon other land, across the land herein described, in pipes or aqueducts, for the purpose aforesaid; together with all necessary rights of way therefor.

Provided, however, that first party is not, and shall never be held, liable for any assessment or taxation of the said land, levied or imposed for the fiscal year beginning . . . . ., 1 . . ., and all subsequent years; nor for any failure to pay the same; and Provided, further, that this conveyance is on and subject to condition that third part . . ., . . . . . and assigns, shall erect, and forever maintain, good and sufficient fences on both sides of said strip or strips of land herein excepted and reserved for right of way for railroad tracks.

The second party, as Trustee aforesaid (said sale

having been reported to it by the President or Vice-President and Assistant Treasurer of first party, with full particulars as to the price and terms of such sale), hereby releases the said land, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, from the lien of the said Mortgage or Deed of Trust of August 1, 1899.

In Witness Whereof, first party and second party has each caused its name and corporate seal to be hereunto subscribed and affixed by its President or Vice-President, and Secretary or Assistant Secretary, on the date herein first written.

**CENTRAL PACIFIC RAILWAY COMPANY,**

By.....

Its.....President.

By.....

Its.....Secretary.

**UNITED STATES TRUST COMPANY OF  
NEW YORK,**

**As Trustee,**

By.....

Its.....President.

By.....

Its.....Secretary.

Countersigned:

.....

Land Commissioner.

Countersigned:

.....

Auditor.

DEFENDANT'S EXHIBIT 256

One form of deed used by Oregon and California Railroad Company and the Union Trust Company of New York.

Form 3398

Form 3398 (3-19-10—800—S-640)

Deed No..... Issued for Contract No.....

*This Deed*, made on.....191..., by  
OREGON AND CALIFORNIA RAILROAD  
COMPANY, a Corporation duly incorporated and  
existing under the laws of the State of Oregon, first  
party, and the UNION TRUST COMPANY OF  
NEW YORK, a Corporation duly incorporated and  
existing under the laws of the State of New York, sec-  
ond part, unto .....  
.....third part...,

Witnesseth: That in consideration of.....  
.....Dollars paid to first party, and  
by first party paid to second party (as provided in the  
Trust Deed by first party to second party, dated July  
1, 1887), first party hereby grants and conveys, and  
second party hereby releases and confirms, unto third  
part..., .....and assigns, all  
right, title and interest it (first party) now has or holds,  
or may hereafter obtain or acquire from the United  
States, in or to the folowing described land situated in



the County of . . . . ., State of Oregon, to wit:

of Section . . . . ., Township . . . . ., Range . . . . .,  
Willamette Meridian, containing . . . . .  
acres, according to the United States Public Surveys;  
together with all rights, privileges and appurtenances  
thereunto belonging or in anywise appertaining; sub-  
ject to any rights, liens or encumbrances created or per-  
mitted, by any other person than the said grantor, since  
. . . . .

Provided, however, that first party is not, and shall  
never be held, liable for any assessment or taxation of  
the said land, levied or imposed for the year 1 . . . ., and  
all subsequent years; nor for any failure to pay the same.

To Have and to Hold said premises, with the appur-  
tenances, unto third part . . ., . . . . .  
and assigns forever, freed and discharged from the liens,  
powers and trusts of the said Trust Deed given by first  
party to second party on July 1, 1887, as aforesaid.

In Witness Whereof, first party has caused its name  
and corporate seal to be hereunto subscribed and affixed  
by its Vice-President and Secretary, and second party  
has caused its name and corporate seal to be subscribed

and affixed by its. . . . . President and. . . . .  
Secretary, on the date herein first written.

OREGON AND CALIFORNIA RAILROAD  
COMPANY,

In Presence of:	By. . . . .
. . . . .	Its Vice-President.
. . . . .	By. . . . .
	Its Secretary.

UNION TRUST COMPANY OF NEW YORK,

In Presence of:	By. . . . .
. . . . .	By. . . . .
. . . . .	Its. . . . President.
	. Its. . . . Secretary.

Countersigned:	Countersigned:
. . . . .	. . . . .

Land Commissioner	Auditor.
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FILED  
MAY 10 1913  
A. M. CANNON,  
Clerk U. S. District Court.



DEFENDANT'S EXHIBIT NO. 257.

**COLUMBIA COUNTY, OREGON.**

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Columbia County, Oregon, prior to January 16, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will. Mer.			Consider-		Date of Record	
				S.	T.	R.	ation	Bk		Pg
Richard Cox	Ctf	2-26-83	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	9	3N	1W	40	160.00	I 224	5-27-86
Oregon & Calif-ornia R. R. Co.	RRD	10-6-80	Conveys all interest in railroad lines, lands, by U. S. Grants Rolling stock all interest of every kind & nature.						G 28	12-10-80

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
Martin Albrecht	RRD	28-2-91	SE $\frac{1}{4}$	7	3N 2W	160	640.00	P 467	9-15-94
Henry Turesk	RRD	1-29-94	W $\frac{1}{2}$ of NW $\frac{1}{4}$	9	3N 2W	80	320.00	P 235	3-10-94
Fountain A. Miles	RRD	21-7-85	Lot 5	13	3N 2W	3.42	17.00	I 231	6-2-86
Max Berg	RRD	21-7-85	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	3N 2W	40	160.00	I 267	7-26-86
Max Berg	RRD	21-7-86	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	3N 2W	40	160.00	I 271	7-26-86
Henry Kruse	RRD	21-7-85	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	17	3N 2W	40	114.00	L 280	2-6-91
Max Smith & Louis Sechtem	RRD	28-2-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$	17	3N 2W	80	320.00	L 594	6-17-91
A. T. Creecy Assignee T.									
W. Grant	RRD	30-9-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	17	3N 2W	120	300.00	M 253	11-4-91

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Matilda Stump	RRD	16-11-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	17	3N 2W 120	300.00 M	376	12-22-91
E. M. Peacher	RRD	21-7-85	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	3N 2W 80	200.00 N	224	7-13-92
John A. Watson	RRD	2-28-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	3N 2W 40	70.00 L	601	6-19-01
Jacob C. Cline	RRD	28-2-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	3N 2W 40	100.00 M	598	3-21-92
Frank Batter	RRD	21-7-85	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	3N 2W 40	100.00 N	402	10-6-92
G. L. Watson	RRD	30-4-94	S $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	3N 2W 120	480.00 P	358	5-19-94
John W. Cline	RRD	30-4-94	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	3N 2W 40	100.00 P	349	5-15-94
Albert Fehrenback	RRD		SW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	3N 2W 40	80.00 I	404	2-16-87
Lucy Reynard	RRD	16-11-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$	3	3N 2W 80	240.00 Y	136	5-6-01



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
						Bk	Pg	
James Gowanlock	RRD	7-3-04	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	17	3N 2W	40	80.00 4	181 5-18-04
Henry C. Lamberson	RRD	28-2-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	3N 2W	40	120.00 8	84 7-30-06
Willamette Pulp & Paper Co.	Q C	18-2-01	Lot 4	9	4N 1W	18.03	100.00 G	124 4-5-01
P. A. Frakes	Q C	3-4-89	Lot 4	33	4N 1W	17.85	60.00 V	415 7-6-99
Leander M. Cox	RRD	28-2-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Lot 1	35	4N 2W	238.03	595.07 M	441 1-19-92
E. M. Shintaffer	RRD	21-9-85	N $\frac{1}{2}$ of SW $\frac{1}{4}$	27	4N 2W	80	200.00 M	70 8-8-91
Charles H. and Dave Rafferty	RRD	28-2-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	27	4N 2W	80	300.00 M	77 8-12-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk	
Charles H. & Dave Rafferty	RRD	28-2-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	35	4N 2W	40	M	77 8-12-91
Charles H. & Dave Rafferty	RRD	28-2-91	S $\frac{1}{2}$ of SW $\frac{1}{4}$	27	4N 2W	80	M	80 8-12-91
Jacob Gittner	RRD	14-3-92	N $\frac{1}{2}$	13	4N 3W	320	N	24 4-8-92
S. Benson	RRD	19-3-00	S $\frac{1}{2}$	13	4N 3W	320	V	577 4-16-00
Anna M. Solgard	QCD	21-10-91	W $\frac{1}{2}$ of SW $\frac{1}{4}$	17	3N 2W	80	Y	332 12-10-01
Edward McSweeney	RRD	28-2-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	3	4N 4W	86	L	462 4-25-91
N. Wernimount	RRD	28-2-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$	13	4N 5W	80	P	7 8-26-93
S. G. Reed	RRD	9-14-86	E $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	3N 2W	120	I	380 1-10-87
Henry Turesk	RRD	1-29-94	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of SW $\frac{1}{4}$	9	3N 2W	80	P	235 3-10-94

Grantee	Instrument	Date	Description	Will Mer.			Consider-Record		Date of Record
				S.	T.	R.	Acre-	ation Bk Pg	
P. A. Frakes	RRD	3-4-89	Lot 4	33	4N	1W	17.85	60.00 V	415 7-6-99
E. M. Shintofter	RRD	9-21-85	N $\frac{1}{2}$ of SW $\frac{1}{4}$	27	4N	2W	80	200.00 M	70 8-8-91
Richard Cox	RRD	7-21-95	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	9	3N	1W	40	160.00 I	224 5-27-86
William T. White	RRD	5-1-91	Lot 4	1	3N	2W	4.20	210.50 L	578 6-11-91
S. G. Reed	RRD	9-14-86	E $\frac{1}{2}$ of SE $\frac{1}{4}$ & SW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	3N	2W	120	900.00 I	380 1-10-87
George Blott	RRD	12-21-91	E $\frac{1}{2}$ of SW $\frac{1}{4}$	7	3N	2W	80	320.00 P	453 9-1-94
S. G. Reed	RRD	9-14-86	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & S $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NW $\frac{1}{4}$ N $\frac{1}{2}$ of SW $\frac{1}{4}$	11	3N	2W	240	900.00 I	380 1-10-87
William T. White	RRD	5-1-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	11	3N	2W	80	210.50 L	578 6-11-91
Reuben Z. Joy	RRD	10-5-87	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	3N	2W	40	100.00 I	580 12-17-87

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
Emanuel Frederick	RRD	9-9-87	E $\frac{1}{2}$ of SW $\frac{1}{4}$	23	3N 2W	160.00	I 434	4-2-87
Andrew J. Amel	RRD	2-28-91	W $\frac{1}{2}$ of SE $\frac{1}{4}$	23	3N 2W	200.00	L 433	4-14-91
G. L. Watson								
Assignee of								
L. E. Thompson	RRD	30-4-94	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	3N 2W	160.00	P 360	5-19-94
Charles Clayson								
Assignee of A.								
C. Fenbach	RRD	7-1-95	NE $\frac{1}{4}$	33	4N 2W	560.00	V 191	12-29-98
Josiah Fullerton	RRD	2-17-85	W $\frac{1}{2}$ of SE $\frac{1}{4}$	9	4N 4W	360.00	I 323	10-23-86
			E $\frac{1}{2}$ of SW $\frac{1}{4}$					
Clark L. Parker	RRD	2-17-85	NW $\frac{1}{4}$	3	4N 4W	430.00	I 332	11-6-86
James A. Watson	QC	2-2-03	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	27	4N 2W	220.00	2 315	4-27-03
John H. Edmonds	Cont	3-11-82	S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	7N 5W	387.77	H 737	12-11-88

State of Oregon       )  
County of Columbia   )ss.

I hereby certify that the foregoing two sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 23rd, 1912.

(Seal.)

H. E. LA BARR,

County Recorder of Columbia County, Oregon.

**WASHINGTON COUNTY OREGON.**

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Washington County, Oregon, prior to January 16, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Pg	Date of Record		
				S.	T. R.	Acres	Bk				
Martin Bridgefarmer	B&S	11-20-74	Lot 5	21	1S	4W	6.02	21.68	L	32	5-4-75
Jonathan Wells	B&S	9-9-75	E $\frac{1}{2}$ of NW $\frac{1}{4}$	17	1S	3W	80	400.00	L	337	11-24-75
William G. Scoggin	B&S	8-17-76	Lots 1 & 2	7	1S	4W	20.24	45.60	M	30	9-28-76
Harlow McLeod	B&S	8-17-76	SW $\frac{1}{4}$	15	1S	3W	160	640.00	M	76	11-10-76
T. W. Sain	B&S	11-26-74	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	13	1S	3W	40	108.00	M	116	12-30-76
John G. Ainsworth	B&S	11-26-74	N $\frac{1}{2}$ & N $\frac{1}{2}$ of SE $\frac{1}{4}$	9	2S	3W	1094.49	3084.14	M	121	1-23-77



Grantee	Instrument	Date	Description	Will Mer.		Consider- ation Bk	Pg	Date of Record
				S.	T. R. Acres			
			SE $\frac{1}{4}$ of SE $\frac{1}{4}$					
			Lots 1, 2, 3, 4					
			NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	2S 3W			
			Lots 2 & 3					
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 3W			
			N $\frac{1}{2}$ of SW $\frac{1}{4}$					
			SE $\frac{1}{4}$ of SW $\frac{1}{4}$					
John Held	B&S	8-17-76	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	1S 5W	62.40	112.32 M	143 1-18-77
			Lot 4					
Benjamin S. Hall	B&S	1-19-78	W $\frac{1}{2}$ of NE $\frac{1}{4}$	13	1S 5W	160	440.00 M	636 No date
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$					
			NE $\frac{1}{4}$ of NW $\frac{1}{4}$					
John Butt	B&S	1-19-78	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	1S 4W	37.58	84.56 M	637 2-6-78
William M. Watson	B&S	1-19-78	NW $\frac{1}{4}$	15	1S 3W	160	860.00 N	8 2-14-78



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Thomas Roe	B&S	1-19-78	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ , Lots 2, 3, 4,	27	1S 4W 116.61	309.00	O 483	1-16-80
Heinrich Prohl	B&S	1-19-78	E $\frac{1}{2}$ of SW $\frac{1}{4}$	7	2S 2W 80.00	261.00	P 394	12-13-80
Benjamin Talcott Flint	QC	11-27-72	Lot 1	11	2S 2W 10.68	76.72	I 422	1-23-73
Mrs. Lucinda Henry	QC	11-27-72	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	11	2S 3W 80	234.00	K 258	4-14-74
William C. Ralston	QC	7-31-74	Sundry lands in 31,	1S 1W				
			Secs. 5, 13,	2S 1W 1012.49	5132.07	K 377		8-31-74
			Secs.	1 3S 1W				
			Secs.	25 1S 2W				
			Secs.	27 1S 2W				
			Secs.	5 2S 2W				
			Secs. 7 & 9	2S 2W				
			Secs. 23	2S 2W				

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
Jared L. Rathbone	QC	7-31-74	Secs. 1 & 3	2S	3W			
			Secs. 11, 21, 23	2S	3W			
			Sundry lands in					
			Secs. 11, 15	1S	2E	766.54	2138.33 K	390 9-19-74
			Secs. 5, 7, 13	1S	3E			
			Secs. 1, 3	3S	4E			
			Secs. 7,	2S	1W			
Henry Brice	—	3-14-92	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	17	3N 3W	40	160.00 35	296 10-14-92
			W $\frac{1}{2}$ of SW $\frac{1}{4}$	3	2N 3W	80	400.00 49	254 4-16-97
			SE $\frac{1}{4}$	23	3N 3W	160	720.00 49	286 5-4-97
S. W. Brownson	—	5-11-96	Lots 3 & 4	23	1S 3W	4	50.00 49	295 5-7-97
Adolph Schneider	—	4-11-98	S $\frac{1}{2}$ of SW $\frac{1}{4}$	15	3N 3W	80	400.00 52	121 6-1-98

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
Adolph Schneider	—	4-11-98	W $\frac{1}{2}$ of SE $\frac{1}{4}$	15	3N 3W	80	370.00 52	121 6-1-98
A. L. Tyler	—	11-3-98	S $\frac{1}{2}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$	9	2N 2W	160	1000.00 52	444 12-7-98
Linnella Hutchison	—	4-11-98	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	11	2N 3W	40	180.00 53	20 1-3-99
Fritz Birkenfeld	—	12-12-98	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	1	2N 3W	40.32	262.08 53	68 2-2-99
Burr Frutchey	QC	8-29-98	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	2N 3W	40	180.00 53	240 4-22-99
B. R. Harrington	QC	4-3-99	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	2N 2W	40	180.00 53	444 9-5-99
John Kapf	QC	4-3-99	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	27	2N 2W	40	200.00 54	175 12-2-99
Uriah K. Arnold	QC	10-9-99	S $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	9	2N 2W	120	600.00 54	210 12-26-99
Otto Hartmann	QC	10-9-99	N $\frac{1}{2}$ of NW $\frac{1}{4}$	9	2N 2W	80	480.00 54	233 1-9-00
Geo. Krochman	QC	10-9-99	N $\frac{1}{2}$ of NE $\frac{1}{4}$	9	2N 2W	80	520.00 54	235 1-9-00

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
H. P. Ford	QC	12-26-99	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	13	2N 3W	40 200.00	54 265	1-29-00
J. W. Marsh & Charles A. McCrum	QC	2-12-00	N $\frac{1}{2}$ of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & W $\frac{1}{2}$	9	1S 4W	440 1540.00	54 356	3-19-00
N. S. Nelson & P. P. Reed	QC	3-19-00	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	23	3N 3W	40 200.00	55 76	7-13-00
H. G. Salstrom	QC	10-9-99	E $\frac{1}{2}$	17	2N 2W	320 1280.00	55 426	2-7-01
Hugh Finnigan	QC	12-17-00	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	13	2S 3W	40 240.00	57 50	3-30-01
Wm. H. Wier	QC	5-1-02	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	3	2N 3W	40 133.00	60 34	7-12-02
A. Trudell	—	12-17-00	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	1S 5W	40 120.00	60 310	3-24-03
J. D. Kennedy	—	6-6-98	Lots 1, 2, 3	15	1S 2W	60.11 1202.20	60 313	3-26-03
Thomas Nelson	—	4-6-03	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	1S 4W	40 200.00	60 434	6-10-03



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation Bk	Pg	
B. H. Tupper	QC	4-23-00	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	1S 5W 40	133.00 65	135	9-29-03
Alice L. Kennedy	—	4-8-01	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	1S 5W 40	140.00 65	216	11-20-03
Fred S. Wilcox	QC	1-5-03	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	7	2N 3W 40	160.00 65	297	1-4-04
William G. Moore, Joseph McHardy & Wm. McHardy	—	2-8-04	S $\frac{1}{2}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	1S 5W 200	600.00 66	300	12-12-04
Eliza J. Tupper	—	6-6-04	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	1S 5W 40	140.00 70	102	5-19-05
Hiram R. Kay	—	5-28-00	E $\frac{1}{2}$ of NW $\frac{1}{4}$	1	1S 5W 80	266.00 70	304	10-26-05
Thomas Seth	SWD	2-1-81	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lot 1	33	1S 4W 76.30	190.00 P	524	2-8-81

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
Mrs. E. F. Ruckman	SWD	2-1-81	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	17	2S 2W 40	100.00	P 527	2-8-81
D. S. Walton	—	5-24-79	N $\frac{1}{2}$ of SE $\frac{1}{4}$	15	1S 3W 80	396.00	O 40	6-24-79
Thomas Roe	—	5-24-79	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Lot 1	27	1S 4W 69.40	173.50	O 478	1-16-80
Herman & Otto Meyer	—	2-26-80	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	17	2S 1W 40	90.00	P 183	7-26-80
Nancy I. Curry	—	2-26-80	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	2S 2W 40	96.00	P 242	9-13-80
Ambrose Tapfer	—	2-26-80	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	1S 2W 40	108.00	P 537	2-14-81
Andrew Benson	—	2-26-80	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	1S 3W 40	80.00	Q 478	1-19-82
Oswego Iron Co.	—	8-5-85	Sundry lands in Secs. 1, 15, 17, 19, 21, 25, 27, 29, 31, 33, 35	2S	2W 1659.40	3899.59	Z 321	12-22-88

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
James S. Miller	—	10-21-85	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	29	2S	2W	40 120.00 Z	328 12-27-88
Anton Wintermeier & Geo. A. Liebe	—	8-12-85	S $\frac{1}{2}$ of NW $\frac{1}{4}$ Lots 3, 4, 5	25	1S	3W	131.77 347.31 Z	633 4-9-89
John Lee	—	9-20-87	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	19	1S	4W	38.62 96.55 26	304 7-6-89
Julius G. Hoard	—	7-21-85	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2N	2W	40 90.00 26	522 9-28-89
D. C. Duren	—	9-2-85	S $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NW $\frac{1}{4}$ N $\frac{1}{2}$ of SW $\frac{1}{4}$	13	1S	5W	200 520.00 27	95 11-27-89
C. W. Laurens	—	9-15-85	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	2S	1W	40 114.00 27	361 3-3-90
C. W. Laurens	—	9-23-85	E $\frac{1}{2}$ of NE $\frac{1}{4}$	31	1S	1W	80 228.00 27	364 3-3-90
Chas. W. Laurens	—	7-12-86	Lots 1, 2, 5	25	1N	3W	26.80 80.40 27	367 3-3-90
John S. Meserve	—	4-9-86	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2N	2W	43.14 86.28 35	12 8-10-92

Grantee	Instrument	Date	Description	Will. Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Wm. Sandeen	—	7-21-85	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2N 2W	77.45	35	15 8-10-92
William Sandeen	—	7-21-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2N 2W	72.00	35	18 8-10-92
Albert Fehrenbach	—		SW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	3N 2W	80.00	37	178 5-15-93
John Baxter	—	8-18-85	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	29	1S 4W	100.00	37	222 5-24-93
Alex & Wm. Baxter	—	8-18-85	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	29	1S 4W	100.00	37	225 5-24-93
William Davis	—	12-11-85	E $\frac{1}{2}$ of NE $\frac{1}{4}$	17	2S 2W	340.00	50	412 3-12-98
Louis P. Kerman	—	7-21-85	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	2N 2W	90.00	53	296 5-24-99
Geo. Hutchings	—	9-15-82	E $\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	1S 3W	260.00	60	3 5-19-02
Mrs. Ann Smith	—	11-15-87	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	29	2N 2W	100.00	70	326 11-16-05

S. V. Francis,  
Sarah A. Hughes,

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
J. T. Francis	—	9-23-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2S 1W	40	236.00	72	82 4-28-06
Andrew C. Paulsen	W&C	9-11-06	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	3N 2W	40	220.00	72	403 11-15-06
J. A. Brumsey	SW	9-15-85	E $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	1S 3W	120	340.00	W	122 2-27-86
C. G. Monson	SW	8-18-85	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	17	2S 2W	40	140.00	W	128 3-2-86
Joseph Beier	SW	8-18-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	1S 2W	40	100.00	W	125 2-27-86
Donald McKay	SW	12-11-85	N $\frac{1}{2}$	35	1S 3W	320	700.00	W	131 3-5-86
C. Hellman	SW	7-28-85	Lots 1, 2, 3	13	2S 2W	25.50	100.00	W	166 3-27-86
Calvin H. Adams	SW	9-15-85	Lots 4 & 5	11	1S 3W	73.56	367.80	W	157 3-22-86
Henry Hoehler	SW	8-12-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of NW $\frac{1}{4}$ & Lot 1	23	2S 2W	107.82	377.00	W	205 4-23-86

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	Bk Pg	
Daniel Gubser	SW	8-12-85	E $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	2S 2W	120	400.00 W 222	5-3-86
Daniel Gubser	SW	8-5-85	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	33	2S 2W	40	200.00 W 224	5-3-86
Alexander Sutton	SW	8-12-85	N $\frac{1}{2}$ of SW $\frac{1}{4}$	21	2S 2W	80	205.10 W 262	5-24-86
John I. Northrup	SW	7-21-85	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	29	2N 3W	40	100.00 W 302	6-8-86
Peter Gibson	SW	9-15-85	W $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$	29	1S 4W	120	300.00 W 299	6-14-86
Geo. A. Morgan	SW	5-7-86	W $\frac{1}{2}$ of SW $\frac{1}{4}$	35	1S 3W	80	180.00 W 309	6-14-86
Drusilla Gore	SW	8-18-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	27	2S 1W	40	100.00 W 334	6-29-86
W. C. Whitlock	SW	10-21-85	E $\frac{1}{2}$ of NE $\frac{1}{4}$	29	2N 2W	80	160.00 W 339	6-30-86
Mrs. Ann Hood	SW	2-2-86	N $\frac{1}{2}$ of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	2N 2W	120.00	240.00 W 344	7-2-86



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T.	R.	Acres	Record
Jacob A. Messinger	SW	10-21-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	7	2S	2W	40	180.00 W 350 7-6-86
S. V. Francis, Sarah A. Hughes & J. F. Francis	SW	9-23-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2S	1W	40	240.00 W 364 7-20-86
Joseph Delany	SW	5-7-86	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	2S	2W	360	1720.00 W 377 7-29-86
Richard M. Kyle	SW	7-21-85	Lot 2	21	1N	1W	23	125.00 W 383 7-31-86
A. H. Vincent	SW	10-21-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2S	2W	80	400.00 W 423 9-8-86
N. Geoghegan	SW	7-21-85	W $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Lots 1, 2, 5, 6	1	1N	5W	158.32	402.72 X 29 10-26-86

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record		
				S.	T. R.	Acres	Bk		Pg	
N. Geoghegan	SW	7-21-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Lot 3	1	1N 5W	64.39	128.78	X	32	10-26-86
Adolphus Finney	SW	7-21-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Lot 3	29	2N 2W	84.60	190.35	X	47	11-2-86
Franklin P. Brady	SW	10-12-86	Lot 2	29	2N 2W	19.60	49.00	X	95	11-17-86
Friedrich Haase	SW	12-11-85	N $\frac{1}{2}$ of SE $\frac{1}{4}$	27	1S 3W	80	320.00	X	101	11-26-86
Emone Brooks	SW	9-23-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	17	2S 2W	40	100.00	X	114	11-27-86
J. L. Moffitt	SW	8-10-86	S $\frac{1}{2}$ of NW $\frac{1}{4}$	21	2N 2W	80	200.00	X	121	11-12-86
Mrs. Emily F. Ruckman	SW	9-23-85	S $\frac{1}{2}$ of SW $\frac{1}{4}$	21	2S 2W	80	205.10	X	125	12-8-86
Andrew N. Vibbert	SW	10-21-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	7	2S 2W	40	160.00	X	150	12-27-86
Samuel Siegenthaler	SW	7-21-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	1	1N 2W	40	100.00	X	239	3-9-87

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk Pg	
Jacob Wunderle	SW	9-15-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2S 2W	70.00	X 261	3-29-87
S. T. Walker	SW	1-15-87	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lot 2	3	1S 4W	53.70	X 292	4-13-87
Francis Cota	SW	12-7-86	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	11	2S 3W	140.00	X 313	4-22-87
Charles Hickenbottom	SW	2-9-87	N $\frac{1}{2}$ of NW $\frac{1}{4}$	21	2N 2W	240.00	X 337	5-6-87
Ezra Sterling Ely	SW	10-12-86	W $\frac{1}{2}$ of SW $\frac{1}{4}$	21	3N 3W	160.00	X 355	5-16-87
Bertha C. Keckley	SW	9-15-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	1S 3W	180.00	X 387	6-11-87
Ezra Sterling Ely	SW	6-7-87	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	21	3N 3W	240.00	Y 41	9-13-87
Minnie A. Gregg	SW	7-13-87	NW $\frac{1}{4}$	33	3N 3W	315.00	Y 44	9-14-87
Johann Berger	SW	7-21-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	1N 2W	100.00	Y 62	9-17-87
Isaac Coram	SW	7-13-87	S $\frac{1}{2}$ of SE $\frac{1}{4}$	29	2N 2W	211.50	Y 192	11-17-87

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
James G. Lee	SW	10-12-86	S $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	1S 5W 120	240.00	Y 299	11-28-87
J. W. Masters	SW	12-11-85	Lot 7	7	1S 1W 17.26	86.30	Y 170	11-26-87
J. H. Davis	SW	9-20-87	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	2N 3W 40	120.00	Y 195	12-8-87
Joseph Hickenbottom	SW	10-5-87	NW $\frac{1}{4}$	17	2N 2W 160	320.00	Y 214	12-13-87
T. R. Cornelius	SW	11-15-87	SW $\frac{1}{4}$	33	3N 3W 160	240.00	Y 261	1-13-88
John C. Wastenecker	SW	7-13-87	W $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SE $\frac{1}{4}$	19	2N 3W 120	240.00	Y 341	2-20-88
Harvey S. Keels	SW	12-5-87	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	21	2S 2W 40	100.00	Y 522	5-7-88
Charles Schmitt	SW	9-2-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	21	1S 3W 40	200.00	Z 43	8-10-88
Charles Schmitt	SW	9-2-85	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	21	1S 3W 40	200.00	Z 46	8-11-88

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
F. R. Strong	SW	7-28-85	Sundry lands in					
			Sec. 31	1S	1W	843.40	2557.30 Z	311 12-22-88
			Secs. 5, 27, 33, 25	2S	1W			
F. R. Strong	SW	7-28-85	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	33	2S	1W	40 80.00 Z	315 12-22-88
Henry Bevert	SW	8-5-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	2S	1W	40 160.00 Z	318 12-22-88
E. J. Lyons	G&C	2-28-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	29	2N	2W	40 100.00 30	378 3-14-91
J. J. Fowler	G&C	2-28-91	SE $\frac{1}{4}$	7	2N	2W	160 320.00 30	403 3-19-91
James Corey	G&C	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	21	2N	2W	120 200.00 30	405 3-19-91
			NE $\frac{1}{4}$ of NE $\frac{1}{4}$					
Ulrich Kampf	G&C	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	33	2N	2W	40 160.00 30	414 3-21-91
Frederick Strobel	G&C	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	1S	1W	43.40 141.05 30	416 3-23-91
Chas. Hickenbottom	G&C	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	19	2N	2W	40 100.00 30	453 3-28-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
				S.	T. R.	Bk	Pg	Record
Chas. Hickenbottom	G&C	2-28-91	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	19	2N 2W	40	100.00 30	437 3-28-91
Chas. Hickenbottom	G&C	2-28-91	S $\frac{1}{2}$ of SW $\frac{1}{4}$	21	2N 2W	80	181.12 30	439 3-28-91
John Berger	G&C	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	1N 2W	38.80	77.60 30	472 4-6-91
John Swanson	G&C	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	1S 4W	53.98	134.95 31	9 4-9-91
Lot 1								
Abner Herriman	G&C	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	21	2N 2W	80	200.00 31	28 4-15-91
A. T. Creecy	G&C	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	3N 2W	40	80.00 31	36 4-17-91
Tipton Marion	G&C	2-28-91	Lot 4	35	1S 1W	8.96	71.68 31	38 4-17-91
Rose H. Wall	G&C	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	17	2N 3W	40	100.00 31	73 4-23-91
August Krause	G&C	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	21	2S 1W	80	240.00 31	88 4-25-91
L. F. Peterson	G&C	3-13-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	27	2N 2W	80	400.00 31	101 4-28-91



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk	Record
Franz Elling	G&C	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	25	2S 1W	40 200.00	31 120	5-4-91
James W. Ryekman	G&C	3-13-91	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	3N 2W	160 320.00	31 127	5-6-91
			E $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$					
James G. Lee	G&C	2-28-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$	23	1S 5W	120 300.00	31 137	5-7-91
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$					
J. Milne	QC	2-28-91	Lots 1 & 2	25	1N 3W	17.64 63.51	31 152	5-11-91
Fr. Rufener	G&C	2-28-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	2N 2W	40 160.00	31 164	5-13-91
Fr. Rufener	G&C	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	33	1N 3W	40 160.00	31 166	5-13-91
John I. Northrup	G&C	2-28-91	W $\frac{1}{2}$	21	2N 3W	320 560.00	31 222	5-25-91
Albert Wachlin	G&C	2-28-91	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & NW $\frac{1}{4}$	27	1S 3W	200 450.00	31 237	5-26-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	
Kyle K. Kaser	G&C	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	1S 4W	37.22	31	242 5-27-91
John Uebel	G&C	2-28-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$	21	2N 3W	80	31	245 5-27-91
Mary Kriniek	G&C	2-28-91	E $\frac{1}{2}$ of SW $\frac{1}{4}$ W $\frac{1}{2}$ of SE $\frac{1}{4}$	33	3N 2W	160	31	263 6-2-91
E. E. Miller	G&C	2-28-91	E $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	2S 2W	120	31	275 6-4-91
Daniel Gubser	G&C	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	33	2S 2W	80	37	309 6-11-91
F. M. Erway	G&C	5-1-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	2N 2W	42.92	31	312 6-12-91
A. H. Vincent	G&C	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2S 2W	40	31	387 6-29-91
S. E. Craig	G&C	2-28-91	Lot 5	31	1S 2W	8.50	31	396 7-1-91
Ephraim Dewey	G&C	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	1S 4W	80	31	449 7-15-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
				S.	T. R.	Bk	Pg	Record
Ephraim Dewey	G&C	2-28-91	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 4W	40	100.00 31	451 7-15-91
Leonard Umphlet	G&C	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 4W	40	120.00 31	453 7-15-91
J. A. Long	G&C	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	2N 3W	80	200.00 31	472 7-21-91
Wilhelm Kunkel	G&C	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	13	2N 3W	40	120.00 32	141 8-26-91
Neal Knight	G&C	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	3N 2W	40	120.00 32	172 9-4-91
Perin G. Northrup	G&C	2-28-91	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	29	2N 3W	40	100.00 32	210 9-14-91
Mrs. Mary Burgess	G&C	8-3-91	E $\frac{1}{2}$ of SE $\frac{1}{4}$	9	2N 3W	80	280.00 32	239 9-22-91
Jacob Whitmore	G&C	2-28-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$	13	2S 3W	80	360.00 32	268 9-30-91
C. C. Soehren	G&C	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	19	2N 3W	80	160.00 32	455 11-18-91

Grantee	Instrument	Date	Description	Will Mer.			Consideration			Date of Record	
				S.	T.	R.	Acres	Bk	Pg		
G. W. Kelly	G&C	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	2N	3W	80	160.00	33	92	12-24-91
S. N. Poole	G&C	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	35	2S	2W	80	220.00	33	140	1-6-92
E. H. Malitz	G&C	9-30-91	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	3N	3W	40	120.00	33	340	3-3-92
E. H. Malitz	G&C	9-30-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	3N	3W	40	120.00	33	342	3-3-92
Ander H. Christensen	G&C	2-28-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	21	2N	2W	80	200.00	33	438	3-25-92
Stephen Reiff	G&C	2-28-91	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Lot 4	19	1S	1W	62.28	186.84	33	446	3-25-92
Joseph Steventon	G&C	2-28-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$	11	2S	3W	80	220.00	34	404	7-12-92
Samuel Sipp	G&C	12-5-92	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	2N	3W	80	200.00	36	159	1-10-93
Sarah Adele Hill	G&C	12-5-92	N $\frac{1}{2}$ of SE $\frac{1}{4}$	3	2N	3W	84.68	253.94	36	230	2-3-93

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Samuel Clifford	G&C	4-18-92	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Lot 2	5	2S 3W	46.20	161.70 36 299	3-2-93
Albert Fehrenback	QC	5-8-93	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	3N 2W	1.00	37 181	5-15-93
Simon Blumauer	G&C	2-24-93	W $\frac{1}{2}$ of NE $\frac{1}{4}$	15	1S 5W	80	320.00 37 189	5-16-93
			S $\frac{1}{2}$ of NW $\frac{1}{4}$	15	1S 5W	160	640.00 37 191	5-16-93
Simon Blumauer	G&C	2-24-93	N $\frac{1}{2}$ of SW $\frac{1}{4}$					
H. A. Howard & F. M. Walker	G&C	2-28-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$	25	2N 3W	80	160.00 38 17	7-31-93
David Haynes	G&C	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	3S 1W	40.20	201.00 38 134	9-18-93
G. H. Erway	G&C	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	2N 2W	42.81	85.62 38 167	10-2-93
John Trumbo	G&C	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	19	2N 2W	80	160.00 38 191	10-6-93

Grantee	Instrument	Date	Description	Will. Mer.			Consideration			Date of Record	
				S.	T. R.	Acres	ation	Bk	Pg		
Johnson Whitman	G&C	7-3-93	Lot 4	3	2S	3W	20	90.00	39	30	1-8-94
L. C. Walker	G&C	11-14-93	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	1S	4W	53.70	161.10	39	62	1-16-94
			Part Lot 3								
David Weaver	G&C	1-29-94	SE $\frac{1}{4}$	29	3N	3W	160	480.00	39	269	3-13-94
J. J. Durst	G&C	11-16-91	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	2N	3W	76.58	191.45	39	432	5-1-94
			Lot 1								
Lyman J. Thompson	G&C	1-29-94	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	11	1S	5W	40	120.00	40	121	6-30-94
John C. Callahan	G&C	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	29	1S	4W	40	64.20	40	182	7-23-94
Saml. B. McAlpin	G&C	6-18-94	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	9	1S	4W	40	120.00	40	240	8-11-94
J. P. Newman	G&C	10-15-94	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	2N	3W	40	140.00	42	169	1-29-95
D. J. Buckley	G&C	5-8-93	S $\frac{1}{2}$ of SE $\frac{1}{4}$	11	2N	3W	80	240.00	42	336	3-16-95



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Aces	ation Bk Pg	
Mrs. Abbie A. Coburn	G&C	2-4-95	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	2N	3W	80 240.00 42	371 3-29-95
A. W. Wright	G&C	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	35	2S	2W	80 220.00 43	103 7-20-95
Olave Johnson	G&C	2-4-95	NW $\frac{1}{4}$	15	3N	3W	160 400.00 43	240 10-5-95
P. W. Severson	G&C	11-5-95	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	2N	3W	40 160.00 43	411 1-8-96
Fred Meyer	G&C	12-16-95	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	2S	3W	40 200.00 45	428 1-16-96
Peter Gebson	G&C	2-28-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S	4W	40 100.00 46	146 4-3-96
William Wadhams	QC	5-11-96	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	17	2S	2W	— 1.00 46	210 5-20-96
Henry Butt	G&C	7-1-95	E $\frac{1}{2}$ of SE $\frac{1}{4}$	13	1S	5W	80 280.00 46	254 6-20-96
John Wastenecker	G&C	9-5-92	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	19	2N	3W	40 100.00 46	275 7-6-96
J. A. Mather	G&C	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	33	3N	2W	40 80.00 49	454 8-2-97

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Sterling Blum	G&C	11-5-95	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	11	2N	3W	40 140.00 50	99 10-22-97
James S. Miller	G&C	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	19	2S	2W	40 120.00 50	239 12-17-97
Henrietta Dumschat	G&C	11-8-97	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	9	2N	3W	40 240.00 50	442 3-28-98
A. Anderson & Edith Anderson	G&C	4-12-97	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2N	2W	40 200.00 52	197 7-19-98
Geo. B. Johnson	G&C	9-30-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$	5	2N	2W	80 200.00 52	221 8-9-98
Fred Mast	QC	12-12-98	E $\frac{1}{2}$ of NE $\frac{1}{4}$	15	2N	3W	80 400.00 52	479 12-24-98
J. C. Miller	G&C	8-3-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$	23	2N	3W	80 160.00 53	29 1-7-99
T. P. Goodin	G&C	6-6-98	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2N	3W	40 140.00 53	70 2-3-99
T. P. Goodin	G&C	6-6-98	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2N	3W	40 140.00 53	72 2-3-99
E. L. McCormick	G&C	2-6-99	W $\frac{1}{2}$ of NW $\frac{1}{4}$	19	2S	2W	88.67 354.68 53	94 2-20-99

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Henrietta Dunschat	QC	11-8-97	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	9	2N	3W 40	240.00 53 352	6-29-99
Charles W. Laurens	G&C	11-16—	Lot 6	9	1N	2W 28.10	84.30 54 185	12-5-99
Charles W. Laurens	G&C	6-20-92	N $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lots 2 & 3	5	2S	2W 178.45	841.00 54 187	12-5-99
Alfred Guerber	G&C	12-26-99	W $\frac{1}{2}$ of SW $\frac{1}{4}$	27	2N	2W 80	456.00 54 226	1-6-00
Angus McLeod	G&C	7-5-99	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	2N	3W 40	200.00 54 349	3-12-00
Francis Keenon	G&C	7-1-95	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	13	2N	3W 40	120.00 57 183	6-17-01
Thomas Nelson	QC	6-10-01	SE $\frac{1}{4}$	9	1S	4W 160	960.00 57 194	6-27-01
Matthias Eischen	QC	6-10-01	N $\frac{1}{2}$ of NE $\frac{1}{4}$	29	1S	3W 80	550.00 57 250	7-13-01
P. I. Lillegard	G&C	6-10-01	Lot 8	31	1S	2W 23.60	118.00 57 290	8-16-01
C. W. Redmond	G&C	2-18-01	E $\frac{1}{2}$ of SW $\frac{1}{4}$	27	2N	2W 80	400.00 57 120	5-8-01

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	Acres	Bk Pg	
John Ritter	G&C	11-8-97	W $\frac{1}{2}$ of SE $\frac{1}{4}$	27	2N	2W	80 400.00 59	501 10-28-02
Elizabeth A.	G&C	8-11-02	N $\frac{1}{2}$ of NE $\frac{1}{4}$	19	2N	3W	80 280.00 59	522 11-5-02
Wilkes, Cornelius A. Soehren, Era E. Fulton, Wm. F. Soehren et al., minor heirs of C. C. Soehren, dec'd, & Mary E. Lewis								
J. W. Winters	G&C	10-5-03	N $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$	7	3S	1W	127.18 1.00 65	221 11-20-03
C. A. Brickman	G&C	9-7-03	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	31	3N	2W	40 200.00 66	20 5-21-04
John F. Rathkey	G&C	12-1-04	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	3N	2W	40 180.00 70	137 6-13-05
William Reichel	G&C	12-1-04	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	1	1S	5W	40 160.00 70	210 8-1-05

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	ation	Bk Pg	
Eliza Jane Tupper	QC	6-6-04	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	1	1S 5W	40	140.00 70	100 5-19-05
Ludwig Holz	QC	7-5-99	S $\frac{1}{2}$ of NE $\frac{1}{4}$	29	1S 3W	80	550.00 55	109 8-13-00
Victoria Ennis	G&C	2-23-91	Lots 3, 4, 5	9	1N 3W	34.64	86.60 72	85 4-28-06
Andrew C. Paulsen	G&C	9-11-06	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	3N 2W	40	220.00 72	403 11-15-06
Jacob Stitzel & James B. Upton	Cont	11-22-71	NE $\frac{1}{4}$ , N $\frac{1}{2}$ & SE $\frac{1}{4}$ of SE $\frac{1}{4}$ , NE $\frac{1}{4}$ of NW $\frac{1}{4}$ & Lot 4	9	2S 3W			
			NW $\frac{1}{4}$ , N $\frac{1}{2}$ & SE $\frac{1}{4}$ of SW $\frac{1}{4}$ & SE $\frac{1}{4}$ of	29	1S 3W	799.88	2229.64 H	498 No date.
F. M. Wells	Cont	12-15-79	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	2N 5W	40	100.00 Q	346 10-28-81

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	
Sherburne Wilson	Cont	11-2-77	Lot 1	19	1N 2W	11.22	25.00	Q 27 4-6-81
J. Milne	Cont	4-5-79	Lots 1 & 2	25	1N 3W	17.64	63.37	T 605 2-2-84
Francis M. Wells	Cont	9-28-84	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	25	2N 5W	40.00	100.00	U 476 9-30-84
Frederick Haase	Cont	11-—-85	N $\frac{1}{2}$ of SE $\frac{1}{4}$	27	1S 3W	80	320.00	V 392 11-21-85
D. C. Duren	Cont	6-21-83	S $\frac{1}{2}$ & NW $\frac{1}{4}$ of	13	1S 5W	200	520.00	V 426 1-19-86
			NW $\frac{1}{4}$ & N $\frac{1}{2}$ of					
			SW $\frac{1}{4}$					
Anton Pfanner	Cont	11-28-84	N $\frac{1}{2}$ of SW $\frac{1}{4}$	19	2N 3W	76.83	153.66	28 95 5-3-90
Ephraim Dewey	Cont	8-23-83	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 4W	80	128.40	28 282 6-26-90
			NE $\frac{1}{4}$ of SW $\frac{1}{4}$					
Ephraim Dewey	Cont	8-23-88	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 4W	40	100.00	28 283 6-26-90
Wm. Sandeen	Cont	5-24—	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2N 2W	43.03	77.45	28 401 8-6-90



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
Leonard Uemphlette	Cont	12-26-89	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 4W	40	120.00 28	284 6-26-90
William Sandeen	Cont	12-12-81	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2N 2W	40	72.00 28	402 8-6-90
Wm. Sandeen	Cont	3-8-86	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2N 2W	43.14	86.28 28	403 8-6-90
Jacob Whitmore	Cont	6-6-89	W $\frac{1}{2}$ of NW $\frac{1}{4}$	13	2S 3W	80	360.00 30	40 12-19-90
L. F. Peterson	Cont	2-4-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	27	2N 2W	80	400.00 30	236 2-6-91
John Schwab	Cont	1-11-92	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	27	2N 2W	40	200.00 33	264 2-13-92
Thomas H. Smith	Cont	10-7-89	N $\frac{1}{2}$ of SE $\frac{1}{4}$					
			SW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	2N 2W	120	780.00 34	400 7-12-92
Jacob Stitzel	Cont	11-22-71	S $\frac{1}{2}$ of NW $\frac{1}{4}$					
			Lots 1, 2 & 3	9	2S 3W	178.36	515.08 A Msc	204 11-24-71
James B. Upton	Cont	11-22-71	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	9	2S 3W			
			NW $\frac{1}{4}$ of NW $\frac{1}{4}$					
			Lots 2 & 3	3	2S 3W	116.25	339.42 A Msc	206 11-24-71

Grantee	Instrument	Date	Description	Will Mer. S. T. R.	Acres	Consider- ation	Record Bk Pg	Date of Record
Jacob Stitzel & James B. Upton	Cont	11-22-71	NE $\frac{1}{4}$ , N $\frac{1}{2}$ &SE $\frac{1}{4}$ of SE $\frac{1}{4}$					
			NE $\frac{1}{4}$ of NW $\frac{1}{4}$					
			Lot 4	9 2S 3W				
			NW $\frac{1}{4}$ , N $\frac{1}{2}$ &SE $\frac{1}{4}$ of SW $\frac{1}{4}$ , SE $\frac{1}{4}$	29 1S 3W	799.88	2229.64 A Msc	208	11-24-71
Benjamin F. Flint	Cont	10-18-81	Lot 1	11 2S 2W	10.68	76.90 A Msc	213	2-5-72
Charles B. Upton	Cont	9-11-71	N $\frac{1}{2}$ of N $\frac{1}{2}$	7 3S 1W	167.18	288.97 A Msc	218	3-14-72
Johannes Berger	Cont	8-17-83	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	1 1N 2W	40	100.00 A Msc	460	5-5-85
Mary W. Holdenbeck	Cont	3-19-77	NW $\frac{1}{4}$	33 3N 3W	160	315.00 A Msc	464	6-23-85
E. E. Miller	Cont	3-14-90	E $\frac{1}{2}$ of NW $\frac{1}{4}$					
			SW $\frac{1}{4}$ of NW $\frac{1}{4}$	33 2S 2W	120	450.00 A Msc	634	3-14-90
J. J. Fowler	Cont	3-29-90	SE $\frac{1}{4}$	7 2N 2W	160	320.00 A Msc	635	4-8-90

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Thomas J. Killeen	Cont	2-5-96	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	15	2N	3W	40 160.00 46	174 4-25-96
H. F. Day	Cont	12-15-90	N $\frac{1}{2}$ of SW $\frac{1}{4}$	9	2N	2W		
			N $\frac{1}{2}$ of SW $\frac{1}{4}$					
			SE $\frac{1}{4}$ of NE $\frac{1}{4}$	21	2N	2W	200 1420.00 72	554 1-8-07

State of Oregon )  
 County of Washington ) ss.

I hereby certify that the foregoing seven sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 14th, 1912.

(Seal.)

E. L. PERKINS,  
 County Recorder of Washington County, Oregon.

O. & C. R. R. Co., et al.

**MULTNOMAH COUNTY, OREGON.**

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Multnomah County, Oregon, prior to January 2, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Acres	Consider-		Pg	Date of Record
				S.	T. R.		ation	Bk		
H. I. McCormick	Ctf	4-25-78	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	1S 3E	41.50	186.75	33	292	4-27-78
Henry B. Tucker	SWD	5-24-79	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	5	1S 5E	40	100.00	51	209	1-5-82
George Breitweiser	SWD	5-24-79	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Lot 4	23	1S 2E	47.48	94.96	37	34	6-27-79
Albert H. Welsh	SWD	5-24-79	SE $\frac{1}{4}$	13	1S 4E	160	400.00	37	295	8-20-79
H. J. McCormick	SWD	5-24-79	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	1S 3E	41.50	186.75	37	389	9-9-79

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
John A. Hurlburt	SWD	2-26-80	S $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$	3	1S	4E 240	42 205	7-14-80
Gustav F. Cramer	SWD	2-1-81	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	1S	2E 40	44 275	2-4-81
Ferdinand Fluss	SWD	2-1-81	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	1S	5E 80	44 279	2-4-81
Mrs. Augusta B. Leader	SWD	2-1-81	N $\frac{1}{2}$ of NW $\frac{1}{4}$	7	1S	5E 78.54	44 282	2-4-81
C. W. Burrage	SWD	7-21-85	S $\frac{1}{2}$	35	3N	2W 320	87 79	5-25-86
Franz Elling	SWD	7-21-85	Lot 1	15	2N	1W 4.64	86 206	6-2-86
Henry Raithel	SWD	7-21-85	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	2N	2W 40	86 261	6-9-86
Joseph S. Keller	SWD	7-21-85	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$	13	2N	2W 360	88 173	9-7-86

Grantee	Instrument	Date	Description	Will Mer.			Consideration			Date of Record	
				S.	T.	R.	Acres	ation	Bk		Pg
Wm. P. Kottemann	SWD	7-21-85	W $\frac{1}{2}$ of SW $\frac{1}{4}$	33	2N	1W	80	200.00	89	79	10-22-86
Phillip Pezoldt	SWD	7-21-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	1N	1W	40	100.00	89	82	10-23-86
Chas. S. Flanders	SWD	7-21-85	W $\frac{1}{2}$ of NW $\frac{1}{4}$	23	2N	2W	80	200.00	92	214	4-6-87
Joseph Simon	SWD	7-21-85	Lots 5, 6, 7	13	1N	1W	54.51	100.02	94	78	6-9-87
Alex Lampert & Franz J. Frommelt	SWD	7-21-85	W $\frac{1}{2}$ of SE $\frac{1}{4}$ Lot 2	9	1N	1W	118.79	296.97	95	425	9-12-87
Sarah J. Mason	SWD	7-21-85	Lot 1	9	1N	1W	23.18	57.95	145	67	8-13-90
George Dittman	SWD	7-21-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	11	2N	2W	40	90.00	198	215	6-22-93
Hiram Rhodes	SWD	7-21-85	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 'N $\frac{1}{2}$ of SW $\frac{1}{4}$	27	3N	2W	160	400.00	210	90	3-10-94
L. T. Barin	SWD	7-21-85	Lots 7, 8	33	3N	1W	28	75.00	287	440	4-3-02



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Thos. M. Hurlburt	SWD	7-28-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ 18 1S 5E & Lot 2	18	5E	79.39	178.78 153	471 5-13-91
Warren Heiney	SWD	8-5-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 5 1S 5E	5	5E	40	90.00 86	9 4-19-86
Edward Woolridge	SWD	8-5-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ 5 1S 5E	5	5E	40	90.00 126	109 9-4-89
J. D. Regner	SWD	8-12-85	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 21 1S 3E NE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	3E	80	200.00 87	433 10-1-86
Henry Redding	SWD	8-18-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ 1 1S 4E SW $\frac{1}{4}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	4E	120	300.00 149	199 12-11-90
Stephen Barnes	SWD	9-2-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 13 1S 3E	13	3E	40	100.00 128	350 11-29-89
Joseph Ellis	SWD	9-2-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 5 1S 5E	5	5E	33.78	84.45 193	406 4-7-93
Thos. L. Evans	SWD	9-15-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 3 1S 4E	3	4E	76.96	192.40 84	243 3-16-86
Mrs. A. D. Risdon	SWD	9-23-85	NW $\frac{1}{4}$ 21 1S 5E	21	5E	160	532.00 84	439 4-13-86

Grantee	Instrument	Date	Description	Will Mer.			Consideration			Date of Record	
				S.	T.	R.	Acres	Bk	Pg		
Mrs. C. A. Avery	SWD	9-23-85	SE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub> Lot 4	29	1S	2E	74.30	185.75	113	410	5-10-89
Gustav F. Cramer	SWD	9-23-85	Lots 1, 2, 3 SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub> N <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub> S <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	23	1S	2E	292.21	761.67	86	406	7-3-86
Mrs. Anne Hood	SWD	2-2-86	N <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>	23	2N	2W	120	240.00	103	323	6-14-88
Wm. Butler	SWD	8-10-86	NW <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>	23	1S	5E	40	160.00	224	205	9-6-86
S. G. Reed	SWD	9-14-86	NE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	19	2N	1W	40	100.00	89	384	1-8-87
S. G. Reed	SWD	9-14-86	S <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>	19	2N	1W	80	200.00	90	150	1-8-87
Albert Fehrenback	SWD		SW <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	33	3N	2W	40	80.00	89	120	10-27-86

Grantee	Instrument	Date	Description	Will Mer.			Consideration			Date of Record	
				S.	T. R.	Acres	ation	Bk	Pg		
Thomas J. Clark	SWD	1-15-87	Lots 1, 2, 3	19	1S	5E	119.23	298.08	94	204	6-28-87
Sylvester E. Evans	SWD	3-9-87	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	1	1S	4E	39.06	100.00	98	179	11-5-87
James Barry	SWD	4-8-87	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	25	2N	2W	40	100.00	125	48	8-13-89
Christian Rasmussen	SWD	4-8-87	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	1S	5E	40	100.00	155	338	4-8-91
Sylvester E. Evans	SWD	3-9-87	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	1S	4E	39.44	98.60	98	175	11-5-87
J. A. Mather	SWD	6-7-87	E $\frac{1}{2}$ of SW $\frac{1}{4}$	5	1N	1W	80	200.00	98	191	11-5-87
M. Rickert	SWD	7-13-87	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	1S	4E	40	140.00	95	212	8-20-87
Nels Paulsen	SWD	8-22-87	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	9	1S	5E	40	100.00	159	329	5-15-91
Peter Paulsen	SWD	9-20-87	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	9	1S	5E	40	100.00	98	427	12-19-87
J. Vestal Joy	SWD	10-5-87	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	3N	2W	40	100.00	166	121	9-30-91
John Miller	SWD	10-5-87	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2N	2W	80	160.00	97	367	11-28-87
			SE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	2N	2W					

Grantee	Instrument	Date	Description	Will. Mer.		Consideration		Pg	Date of Record	
				S.	T. R.	Acres	Bk			
James Barry	Deed	2-28-90	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2N	2W	80	200.00	162 131	9-9-91
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$	25	2N	2W				
M. G. Griffin	Deed	12-20-90	S $\frac{1}{2}$ of NE $\frac{1}{4}$	29	2N	1W	760	3040.00	148 457	12-23-90
			NW $\frac{1}{4}$ of NE $\frac{1}{4}$							
			NW $\frac{1}{4}$ of S $\frac{1}{2}$ ;							
			SE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	3N	2W				
			SW $\frac{1}{4}$ of NW $\frac{1}{4}$							
			W $\frac{1}{2}$ of SW $\frac{1}{4}$							
John M. Roberts	Deed	2-28-91	E $\frac{1}{2}$ of NW $\frac{1}{4}$	23	2N	2W	80	160.00	156 33	3-20-91
A. Walter Scott	Deed	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	21	1S	3E	80	200.00	153 306	3-24-91
J. E. Morgan	Deed	2-28-91	Lot 1	19	2N	1W	39.80	100.00	155 251	3-25-91
Percy Giese	QCD	2-28-91	Lots 3, 4, 5	17	1S	3E	21.45	254.70	155 381	4-17-91
Z. B. & A. S. Nichols	Deed	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	19	1S	5E	40	160.00	155 398	4-20-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Z. B. & A. S. Nichols	Deed	2-28-91	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	19	1S 5E	160.00	157	205 4-20-91
G. A. Stanton & Julia A. Stanton	Deed	2-28-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	1S 3E	110.00	157	254 4-25-91
Patrick Kenny	Deed	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	15	1S 4E	140.00	157	330 5-4-91
Frederick Ohse	Deed	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	21	1S 3E	100.00	159	230 5-4-91
Jesse Reed	Deed	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	31	2N 1W	100.00	175	390 5-6-92
Thomas M. Hurlburt	Deed	2-28-91	SW $\frac{1}{4}$	3	1S 4E	400.00	159	309 5-13-91
David B. Thomas	Deed	2-28-91	S $\frac{1}{2}$ of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	19	1S 5E	600.00	160	236 6-19-91
Andrew B. Gibbs	Deed	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	21	1S 3E	267.20	156	360 6-26-91
C. C. Miller	Deed	2-28-91	E $\frac{1}{2}$ of SW $\frac{1}{4}$	33	2N 1W	200.00	161	243 7-2-91

Grantee	Instrument	Date	Description	Will. Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
Ezekiel Beers	Deed	2-28-91	S $\frac{1}{2}$ of SW $\frac{1}{4}$	23	1S 3E	80 240.00	161 395	8-4-91
George Rendall	Deed	2-28-91	E $\frac{1}{2}$ of SW $\frac{1}{4}$	19	2N 1W	80 200.00	164 351	9-9-91
Nathan Percy	SWD	7-21-85	Lot 1	13	2N 1W	3.81 15.00	330 9	10-26-04
			Lot 9	23				
Martha E. Prettyman	Deed	5-1-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	3	1S 4E	80 200.00	333 129	1-20-05
H. C. Leonard	QCD	5-2-92	Lot 5	35	1S 1E	3.87 1354.50	334 451	4-14-05
Joseph Ellis	Deed	10-15-94	Lot 3	5	1S 5E	34 136.00	297 265	10-2-02
A. E. Borthwick	Deed	8-3-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	15	1S 4E	40 110.00	168 117	10-30-91
Geo. B. Johnson	Deed	9-30-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$	5	2N 2W	80 200.00	169 25	10-19-91
Georgia A. Barton	Deed	9-30-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$	7	1S 5E	80 200.00	167 366	12-5-91
Wm. H. Miller	Deed	9-30-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	7	1S 5E	80 200.00	170 114	12-6-91



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
C. J. Pederson	Deed	9-30-91	W $\frac{1}{2}$ of SW $\frac{1}{4}$	15	2N 2W	240.00	171	228 1-22-92
A. Munson	Deed	2-28-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$	25	2N 2W	200.00	173	380 3-14-92
Thomas James	Deed	2-28-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	7	1S 5E	100.00	174	473 3-31-92
Thomas James	Deed	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	1S 5E	100.00	175	79 3-31-92
Milo C. Moore et al., Exc'srs								
Dorsey S. Baker	Deed	2-28-91	Lot 2	19	2N 1W	79.90	200.00	184 51 8-6-92
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$					
L. F. Floss	Deed	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	1S 5E	190.00	184	307 9-21-92
Louisa Walder & Hermiona Walder	Deed	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	1S 2E	200.00	182	352 9-26-92
Robert Carr	Deed	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	19	2N 1W	41.43	103.55	193 48 2-27-93
Robert Carr	Deed	2-28-91	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	19	2N 1W	41.60	104.00	194 46 2-27-93

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	Record
Robert Carr	Deed	8-3-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$	19	2N 1W	82.33 205.82	195 4	2-27-93
Gilbert M. Gould	Deed	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	1S 5E	40 160.00 244	158	10-13-93
A. W. Lambert	Deed	2-28-91	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	5	1S 5E	40 100.00 207	315	1-3-94
Andreas Plugmacher	Deed	2-28-91	Lot 3 & NE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	1N 1W	52.40 131.00 216	299	10-4-94
Charles Bates	Deed	2-28-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$	1	1S 4E	78.69 200.00 226	394	9-23-95
Thomas London	Deed	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	1	1S 4E	40 140.00 262	437	12-4-99
John P. Watson	SWD	3-14-92	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	1S 4E	200 900.00 178	248	5-3-92
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$					
			NE $\frac{1}{4}$ of SW $\frac{1}{4}$					
			N $\frac{1}{2}$ of SE $\frac{1}{4}$					
Otto Hartman	QC	3-14-92	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2N 2W	80 400.00 178	259	5-4-92
			NE $\frac{1}{4}$ of NW $\frac{1}{4}$					

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Pg	Date of Record		
				S.	T. R.	A.	c.				
F. A. Richey	SWD	3-14-92	Lots 7, 8	19	1S	3E	8.14	60.00	175	449	5-13-92
H. F. Seip	SWD	3-14-92	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	13	1S	4E	40	140.00	180	237	6-17-92
The City of Portland	QC	3-14-92	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	1S	4E	160	760.00	179	203	7-26-92
			SW $\frac{1}{4}$ of SE $\frac{1}{4}$								
Eliza Loller	Deed	4-18-92	N $\frac{1}{2}$ of SW $\frac{1}{4}$	5	2S	5E					4-25-92
			Lots 4, 5	3	1N	1W	48.11	120.28	175	298	4-25-92
Margarette Pauly	Deed	4-18-92	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	31	2N	1W	40	100.00	177	353	6-11-92
Wm. B. Murray	Deed	6-20-92	SE $\frac{1}{4}$	15	1S	4E	160	300.00	181	238	7-5-92
Annie Myers	Deed	9-5-92	S $\frac{1}{2}$ of SE $\frac{1}{4}$	25	2N	2W	80	200.00	187	476	12-3-92
Henry Weinhard	Deed	2-24-93	SW $\frac{1}{4}$	13	2N	2W	160	640.00	194	286	3-21-93
Margaret C. Paget	Deed	2-24-93	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	2N	1W	200	800.00	196	300	4-27-93
			S $\frac{1}{2}$ of NE $\frac{1}{4}$								
			N $\frac{1}{2}$ of SE $\frac{1}{4}$								

Grantee	Instrument	Date	Description	Will Mer. S. T. R.	Acres	Consideration	Record Bk Pg	Date of Record
Johanna Anderson	Deed	5-8-93	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 15	2N 2W	40	120.00	192 324	5-15-93
Jonathan Bourne, Jr.	Deed	5-8-93	W $\frac{1}{2}$ of NE $\frac{1}{4}$ 11	2N 2W	560	2240.00	197 42	5-17-93
Jonathan Bourne, Jr.	Cont		SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 11	2N 2W				
			W $\frac{1}{2}$ of SE $\frac{1}{4}$					
			SE $\frac{1}{4}$ of SE $\frac{1}{4}$					
			W $\frac{1}{2}$					
Armin C. Wihlan	Deed	5-8-93	NE $\frac{1}{4}$	17 1S 4E	160	560.00	216 335	10-9-94
The City of Portland	Deed	7-3-93	Sundry lands in Secs. 23, 27, 31 33,		2234.70	4579.40	245 438	12-31-97
				1S 5E				
			Secs. 19,	1S 6E				
			Secs. 5	2S 5E				

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
The City of Portland	Deed	7-3-93	S $\frac{1}{2}$ of NE $\frac{1}{4}$	25	1S 5E	955.52	1958.82	246 468 12-31-97
			S $\frac{1}{2}$					
			N $\frac{1}{2}$ of NE $\frac{1}{4}$	35				
			S $\frac{1}{2}$	19	1S 6E			
A. K. Burt	Deed	11-14-93	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	1S 4E	40	120.00	214 8 6-12-94
Mrs. Susan C. Butler	Deed	11-14-93	N $\frac{1}{2}$ of SW $\frac{1}{4}$	15	1S 5E	120	480.00	208 249 2-3-94
			SE $\frac{1}{4}$ of SW $\frac{1}{4}$					
W. L. Burt	Deed	11-14-93	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	23	1S 4E	40	120.00	210 447 6-12-94
Gilbert M. Gould	Deed	11-14-93	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	1S 5E	40	160.00	243 289 6-28-97
George Williams	Deed	10-15-94	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	11	1S 4E	40	140.00	217 280 10-29-94
Mrs. L. E. Sumner								
Kline	QC	2-4-95	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	21	1S 3E	40	220.00	240 477 5-6-97
Joseph Ellis	Deed	2-4-95	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	1S 5E	34.22	136.88	293 389 10-2-02

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
Geo. L. Parrish	QC	5-6-95	S $\frac{1}{2}$ of NE $\frac{1}{4}$	3	2N 2W	80	640.00	240 461	5-4-97
Joshua Kauffman	Deed	11-5-95	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	15	1S 4E	40	140.00	231 430	3-17-96
Jacob A. Reid	QC	5-11-96	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 4E $\frac{1}{2}$ of SE $\frac{1}{4}$	17	1S 5E	120	600.00	243 91	5-26-97
James Barry	Deed	11-9-96	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	2N 1W	42.06	105.15	236 112	12-8-96
Robert J. Fisher & John Bain	QC	4-11-98	NW $\frac{1}{4}$	17	1S 5E	160	800.00	251 102	6-28-98
Frank Morgan	QC	6-6-98	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2N 2W	40	140.00	254 185	12-3-98
Samuel O. West	QC	6-6-98	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2N 2W	40	140.00	253 211	12-3-98
Emil G. Schonwasser	QC	8-29-98	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	13	1S 4E	40	120.00	252 204	9-30-98
W. T. Stephens	QC	8-29-98	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	15	1S 4E	40	200.00	254 322	12-27-98



Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of
				S.	T. R.	ation	Bk	Record
Charles F. Adams	Deed	4-3-99	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ 11	1S	4E	320	1010.00	268 365 8-31-00
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$					
			W $\frac{1}{2}$ of SE $\frac{1}{4}$					
			SE $\frac{1}{4}$ of SE $\frac{1}{4}$					
			NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 13					
			N $\frac{1}{2}$ of NW $\frac{1}{4}$					
George Barnes & Orin Able	QC	5-1-99	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 15	2N	2W	40	180.00	264 460 4-17-00
W. J. Patton	QC	11-27-99	E $\frac{1}{2}$ of NW $\frac{1}{4}$	3	2N 2W	82.24	493.44	263 356 2-17-00
Charles F. Adams, Trustee	QC	3-19-00	N $\frac{1}{2}$ of NE $\frac{1}{4}$	23	1S 4E	80	400.00	269 171 8-31-00
John A. Hurlburt	Deed	3-19-00	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 11	1S	4E	40	160.00	288 476 3-24-02
Caroline Fischer	QC	9-3-00	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 21	1S	3E	40	480.00	268 461 9-14-00
Joseph Ellis	QC	2-18-01	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	1S 5E	40	200.00	297 263 10-2-02

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T.	ation	Bk	Record
Mollie L. Stokes	Deed	10-21-01	NE $\frac{1}{4}$	21	1S 5E	160	560.00	283 377 11-6-01
Robert T. Graham	QC	12-17-00	N $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SW $\frac{1}{4}$	17	1S 5E	120	600.00	274 148 2-18-01
John H. Woodward & Charles H. Woodward	Deed	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	33	2N 1W	80	200.00	155 182 3-12-91
Joseph Ellis	QC	10-21-01	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	1S 5E	33.56	167.80	296 258 10-2-02
J. G. McElroy	QC	6-3-02	W $\frac{1}{2}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NW $\frac{1}{4}$	9	2S 5E	200	900.00	298 431 10-28-02
L. F. Hudson	QC	10-6-02	N $\frac{1}{2}$ of SW $\frac{1}{4}$	3	2N 2W	80	560.00	303 360 7-29-03
L. F. Hudson	QC	10-6-02	S $\frac{1}{2}$ of SW $\frac{1}{4}$	3	2N 2W	80	560.00	311 8 7-21-03
A. C. Wihlon	QC	3-2-03	N $\frac{1}{2}$ of SE $\frac{1}{4}$	19	1S 5E	80	480.00	303 65 3-11-03

Grantee	Instrument	Date	Description	Will Mer.		Acres	Consideration		Pg	Date of Record
				S.	T. R.		ation	Bk		
Mary E. Squire	QC	3-2-03	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 13 NW $\frac{1}{4}$ of SW $\frac{1}{4}$	13	1S 4E	80	240.00	303	380	8-3-03
Andrew Smith	QC	6-8-03	(N $\frac{1}{2}$ of SE $\frac{1}{4}$ 3 (SW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	2N 2W	120	780.00	310	33	7-29-03
Theodor Johannsen	QC	8-3-03	E $\frac{1}{2}$ of NE $\frac{1}{4}$ 19	19	1S 5E	80	400.00	332	318	2-20-05
Eppie Andrews	QC	3-7-04	Lot 1	5	1S 3E	5.43	54.30	327	112	9-13-04
Security Savings & Trust Co	Deed	10-3-04	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 14	14	1S 4E	80	320.00	334	323	2-22-05
Mrs. H. B. Johnson	QC	1-9-05	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 11	11	1S 4E	40	116.75	336	412	6-3-05
Chas. J. Tidcombe	Deed	11-14-93	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 27	27	3N 2W	80	200.00	375	409	12-4-06
Flora Fuson Cook	Deed	11-14-93	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 15	15	1S 5E	40	160.00	367	214	8-9-06
Martin Albrecht	Deed	2-28-91	SE $\frac{1}{4}$	7	3N 2W	160	640.00	156	127	4-18-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
T. S. Hensley	QC	12-26-99	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	35	9S 3E	40	180.00 264	208 1-8-00
G. H. Erway	Deed	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	2N 2W	42.81	85.62 159	36 4-8-91
The European & Oregon Land Co.	Deed	3-20-71	All property owned by Grantors				N	223 4-4-71
Jared L. Rathbone	QC	7-31-74	Sundry lands in			766.54	2138.23	Z 40 10-13-74
			Secs. 11, 15	1S	2E			
			Secs. 5, 7	1S	3E			
			Secs. 13,	3S	3E			
			Secs. 1,	3S	4E			
			Secs. 3, 7,	2S	1W			
			Secs. 17, 33,	1S	2W			
			Secs 1,	2S	3W			
William C. Ralston	QC	7-31-74	Sundry lands in			855.69	1069.69	Z 42 10-13-74
			Sec.	29	2S 1E			
			Sec.	5	3S 1E			

Grantee	Instrument	Date	Description	Will Mer.		Aeres	Consider-Record			Date of Record	
				S.	T. R.		ation	Bk	Pg		
			Sec.	1	3S	2E					
			Secs. 13, 25		2S	3E					
			Secs. 5, 13, 17		3S	3E					
			Sec. 1		4S	3E					
			Secs. 1, 11		3S	4E					
			Sec. 7		1S	4E					
A. C. Fairchild	Deed	9-9-75	W $\frac{1}{2}$ of NW $\frac{1}{4}$	15	1S	3E	80	140.00	28	198	11-19-75
W. H. Buchanan	Deed	2-16-76	N $\frac{1}{2}$ of NW $\frac{1}{4}$	11	1S	4E	80	180.00	29	20	3-8-75
Olof Nilsen	Deed	2-16-76	N $\frac{1}{2}$ of NW $\frac{1}{4}$	3	1S	4E	77.92	175.40	29	438	8-4-76
Joseph Heiny	Deed	1-19-78	Lot 1	17	1S	3E	2.95	10.00	36	31	3-29-79
B. F. Goodman	Deed	1-19-78	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	17	1S	2E	40	160.00	33	59	2-7-78
Joseph Heiny	Deed	1-19-78	Lot 2	17	1S	3E	3.25	10.00	36	32	3-29-79
Bridal Veil Lbr. Co.	Cont	12-3-89	All	5	1S	6E	664.20	9963.00	4Msel	52	12-13-89

Grantee	Instrument	Date	Description	Will Mer.		Consider-	Record	Date of
				S.	T. R.	ation	Bk	Record
M. G. Griffin	Cont	6-9-90	S $\frac{1}{2}$ & NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ;					
			NW $\frac{1}{4}$ & S $\frac{1}{2}$ 29 2N 1W					
			SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ &					
			SE $\frac{1}{4}$ of SW $\frac{1}{4}$ 25 3N 2W			3040.00	139 213	6-10-90
Ned Paulson	Cont	7-11-87	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 9 1S 5E			100.00	4Msc1 425	9-30-90
William R. Stokes	Cont	10-11-84	NE $\frac{1}{4}$	21	1S 5E	160	560.00 3Msc1 321	No date
Sadie A. Mulliken &								
Dr. A. D. Risdon	Cont	10-11-84	NW $\frac{1}{4}$	21	1S 5E	160	532.00 3Msc1 319	5-18-85
Percy Giese	Cont	9-11-89	Lots 3, 4 & 5 17 1S 3E			21.45	254.70 4Msc1 461	11-8-90
Andreas Pflugmacher	Cont	5-24-88	NE $\frac{1}{4}$ of SE $\frac{1}{4}$					
			'Lot 3	9	1N 1W	52.40	131.00 4Msc1 582	3-17-91
Frank Kiernan	Cont	1-26-93	SW $\frac{1}{4}$ of NW $\frac{1}{4}$					
			NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 23 1S 4E					
			'& NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 25 1S 4E			120	600.00 6Msc1 53	4-28-93



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
James Poole	Cont	2-14-93	W $\frac{1}{2}$ of SE $\frac{1}{4}$					
			SE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	2N 2W	360.00	4Msel 389	8-28-90
Thos. O. Regan	Cont	6-10-91	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	1	1S 4E	240.00	5Msel 288	5-28-92
C. A. Himple	Cont	3-24-83	All	1	1S 5E			
			All	11	1S 5E			
			All 5, 7 & 9	1S	6E 3216.59	12866.36	247 72	1-12-98
A. L. Parkhurst	Cont	7-16-91	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	2N 2W	600.00	362 375	7-21-06
A. L. Parkhurst	Cont	8-3-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	2N 2W	600.00	367 170	7-21-06
A. L. Parkhurst	Cont	7-16-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	2N 2W	600.00	367 167	7-21-06
A. L. Parkhurst	Cont	7-16-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	2N 2W	600.00	368 60	7-21-06
James Poole	Cont	12-23-82	E $\frac{1}{2}$ of SE $\frac{1}{4}$	15	2N 2W	220.00	4Msel 385	8-28-90

Grantee	Instrument	Date	Description	Will Mer. S. T. R. Acres	Consider- ation Bk	Record Pg	Date of Record
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State of Oregon )  
County of Multnomah )ss.

I hereby certify that the foregoing six sheets correctly show the Record Book and Page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 27th, 1912.

(Seal.)  
F. S. FIELDS,  
County Recorder of Multnomah County, Oregon,



**TILLAMOOK COUNTY, OREGON.**

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Tillamook County, Oregon, prior to February 1, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Consider-	Record	Date of
				S.	T. R.	ation	Bk	Record
Olean Land Co.	QC	9-23-01	Sundry lands in			2431.55	19452.50	W 352 11-13-01
			Sec. 5, 7, 9, 15, 17, 1S	7S	7W			
			Sec. 1, 11, 13, 15 1S	8W				
Olean Land Co.	QC	9-23-01	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	7	1S 7W	423.61	1059.00	W 356 11-13-01
			Lots 4, 13, 14					
			& 19					
			SW $\frac{1}{4}$ of NW $\frac{1}{4}$	11				
			S $\frac{1}{2}$ of SW $\frac{1}{4}$					

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	ation	Bk	
			E $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	1S 8W			
David Martiny	QC	12-2-01	N $\frac{1}{2}$ of SE $\frac{1}{4}$	1	3S 8W	190.00	W 583	1-18-02
Nelson P. Wheeler	QC	7-7-02	Lots 1, 2, 3 NE $\frac{1}{4}$ of SW $\frac{1}{4}$	31	1S 7W	130.86	Z 183	1-31-02
David Martiny	QC	5-9-04	N $\frac{1}{2}$	1	3S 8W	321.99	I 406	9-27-04
James H. Woods	Ctf	4-18-02	N $\frac{1}{2}$ of SE $\frac{1}{4}$	21	3S 8W	228.00	X 277	5-6-02

Grantee	Instrument	Date	Description	Will Mer. S. T. R.	Acres	Consider- ation	Record Bk Pg	Date of Record
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State of Oregon )  
County of Tillamook ) ss.

I, J. C. Holden, County Clerk and ex-officio Recorder of Conveyances of Tillamook County, Oregon, do hereby certify that the foregoing sheet correctly shows the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and official seal this the 20th day of August, A. D. 1912.

J. C. HOLDEN,

(Seal.) County Clerk and Ex-Officio Recorder of Conveyances, Tillamook County, Oregon.





**YAMHILL COUNTY, OREGON,**

List of deeds, contracts and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Yamhill County, Oregon, prior to November 19, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company, but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of	
				S.	T.	R.	Acres	ation	Bk Pg Record
John T. Lady	Deed	11-27-72	Lot 2	29	5S	6W	16.30	58-68	L 581 1-7-93
John J. Calhoun	Deed	12-16-72	Lot 2	1	4S	5W	24.10	60.25	L 609 2-8-73
James F. Bewley	Deed	11-27-72	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	9	5S	6W	40	90.00	L 622 2-18-73
Erastus Downing	Deed	11-27-72	Lot 3 & 4	1	5S	6W	39.84	125.50	L 742 4-5-73
Simeon G. Reed	Deed	11-27-72	Lot 3 & 4	25	5S	4W	2.68	30.15	L 726 4-1-73
John Dowling	Deed	11-27-72	Lot 6	15	4S	5W	31	77.50	M 47 5-22-73

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Job J. Carey	Deed	11-27-72	Lot 1	25	3S 4W	6.96	52.84 M	146 7-8-73
Daniel B. Putman	Deed	11-27-72	Lot 1	9	5S 4W	12.13	109.17 M	379 11-20-73
Albert L. Alderman	Deed	11-27-72	Lot 8	3	5S 3W	10.78	33.96 M	409 12-8-73
William C. Ralston	Deed	7-31-74	W $\frac{1}{2}$ of SW $\frac{1}{4}$	1	2S 3W	1012.49	5132.07 N	301 8-29-74
			NE $\frac{1}{4}$ of SE $\frac{1}{4}$	3				
			NW $\frac{1}{4}$ of SW $\frac{1}{4}$	11				
			Lot 5	21				
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$	23				
			& Land in Wash. Co.					
Robert J. Lancefield	Deed	11-27-72	Lot 1	19	5S 4W	11.92	85.83 O	651 1-10-76
William Campbell	Deed	11-27-72	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	11	4S 5W	40	90.00 P	73 3-6-76
Daniel Johnson	Deed	11-26-74	Lot 1 & 3	1	4S 4W	20.34	164.76 O	151 4-3-75
Sidney H. Marsh	Deed	11-26-74	Lot 10 & 11	29	3S 2W	14.40	38.50 O	281 7-9-75

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	Bk Pg	
Job J. Carey	Deed	11-26-74	Lot 2	25	3S 4W	6.96	5.68 O 344	8-27-75
Richard C. Hull	Deed	11-26-74	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	3S 2W	40	144.00 O 467	11-2-75
A. R. Burbank	Deed	2-16-76	Lot 2	7	4S 3W	0.42	5.00 P 67	3-4-76
Martin Miller	Deed	2-16-76	Lot 6	3	4S 3W	20.05	100.25 P 223	5-13-76
William Douglas	Deed	2-16-76	Lot 1	13	2S 4W	50.70	202.80 P 381	9-12-76
John D. Dudley	Deed	2-16-76	Lot 1	13	3S 5W	32.40	204.20 Q 13	11-23-76
John McMaugh	Deed	8-17-76	W $\frac{1}{2}$ of NW $\frac{1}{4}$	23	2S 3W	80	108.00 Q 67	1-6-77
Darling Smith	Deed	11-27-72	W $\frac{1}{2}$ of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	2S 4W	19.48	250.60 Q 90	1-26-77
Lewis C. Forrest	Deed	8-1-76	Lots 1, 2, 5, 6, 7 & 8	15	5S 3W	125.05	437.66 Q 253	6-22-77

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
B. Hill & Andrew								
C. Evans	Deed	9-9-75	Lots 10 & 11	35	4S	3W	10.05 33.15 Q	489 12-17-77
John Perry	Deed	1-19-78	SW $\frac{1}{4}$	11	3S	5W	160 510.00 R	82 2-26-78
J. W. Lambert	Deed	1-19-78	Lots 2 & 3	3	5S	3W	15.22 83.71 R	104 3-16-78
J. W. Lambert	Deed	1-19-78	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ & Lot 5	1	5S	3W	74.28 241.41 R	105 3-16-78
J. L. Castle	Deed	1-19-78	Lots 1, 2, 3, 4 & 5	5	3S	4W	48.59 150.00 R	106 3-16-78
William N. Cooper	Deed	1-19-78	Lot 1	19	5S	3W	10.05 50.25 R	123 3-27-78
Mrs. Anna Maria McDonald	Deed	1-19-78	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ & Lots 4 & 5	7	5S	5W	44 140.00 R	140 4-8-78
David L. Matheney	Deed	1-19-78	Lot 6	27	5S	3W	29.24 79.00 R	167 5-3-78

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
William T. Hash	Deed	1-19-78	Lot 5	27	3S 2W 20.96	104.80	R 198	6-1-78
Lester Potter	Deed	1-19-78	Lots 5, 6, 7, 8, 9 & 10 Lot 1	1	5S 6W 181.46	433.77	R 220	6-17-78
				11				
Nathan Westfall	Deed	1-19-78	Lot 1	7	3S 2W 1.91	4.00	R 279	7-17-78
Job J. Carey	Deed	2-16-76	Lot 3	25	3S 4W 6.96	37.60	R 342	9-14-78
Mrs. Elizabeth O. Stout	Deed	1-19-78	Lot 4	3	4S 3W 25.36	63.40	R 500	12-28-78
David C. James	Deed	11-26-74	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	5S 7W 40	100.00	S 242	7-8-79
Otto Johnson	Deed	5-24-79	W $\frac{1}{2}$ of SW $\frac{1}{4}$	35	2S 5W 80	250.00	S 258	7-21-79
Timothy S. Patty	Deed	5-24-79	Lots 1, 2, 3, 4	7	5S 6W 72.40	114.87	S 261	7-21-79



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R. Acres	ation	Bk Pg	
S. Potter	Deed	5-24-79	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ E $\frac{1}{2}$ of SW $\frac{1}{4}$ & Lots 1 & 2	3	5S 6W	189.83	400.00 S	311 8-21-79
John Dickey	Deed	1-19-78	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	11	5S 7W	40	120.00 S	529 1-6-80
School Dist. No. 32, Yamhill Co.								
Oregon	Deed	1-19-78	Lot 1 & 2	21	3S 2W	7.67	21.00 T	85 3-24-80
Joseph Williams	Deed	1-19-78	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	9	2S 4W	40	90.00 T	217 6-16-80
Huston B. Johnson	Deed	1-19-78	Lots 3, 4 & 5	13	2S 4W	95	380.00 U	16 3-9-81
Samuel Robbins	Deed	2-26-80	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	6S 4W	40	100.00 T	238 7-9-80
J. C. Hawthorn	Deed	2-26-80	Lots 3 & 4	17	5S 5W	31.12	124.48 T	270 7-29-80
John J. Ray	Deed	2-26-80	E $\frac{1}{2}$ of NE $\frac{1}{4}$	5	4S 5W	78.71	177.10 T	355 10-15-80
James M. Holston	Deed	2-26-80	Lots 3 & 4	21	3S 2W	12.42	22.40 T	482 12-20-80

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	A.	Pg	
Frank Hindle	Deed	2-26-80	Lots 1 & 2	33	5S	7W	20.80	37.44 T 512 1-5-81
A. J. Switzer	Deed	5-24-79	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	11	5S	7W	40	80.00 U 179 7-28-81
Robert L. Booth	Deed	1-19-78	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	1	5S	7W	41.40	82.80 V 87 7-6-82
Susan LaChance	Ctf	10-26-82	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	13	5S	6W	40	90.00 V 216 10-31-82
S. C. Foster	B&S	9-9-75	Lot 1	3	6S	6W	2.62	11.80 V 510 6-8-83
John Anderson	Ctf	3-12-84	E $\frac{1}{2}$ of SE $\frac{1}{4}$	15	3S	2W	80	200.00 W 290 3-28-84
A. M. Peery	LWD	2-26-80	Lot 1	5	5S	3W	3.90	19.50 W 488 12-4-84
Wm. H. Miller	Ctf	6-18-83	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	2S	3W	69.64	243.74 X 12 5-21-85
			Lots 6 & 7					
Samuel H. Pate	LWD	7-28-85	E $\frac{1}{2}$ of SW $\frac{1}{4}$	27	4S	6W	80	144.00 X 292 2-25-86

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
Benjamin T. Allumbaugh	LWD	9-15-85	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	2S 3W	80	260.00	X 315	3-11-86
Amos Wood	LWD	8-5-85	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	27	2S 3W	40	120.00	X 362	4-12-86
Wm. H. Miller	LWD	9-2-85	Frac. N $\frac{1}{2}$ of NW $\frac{1}{4}$	31	2S 3W	69.60	243.74	X 390	5-6-86
O&CR. R. Co.	QCD	9-5-85	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	5S 7W		192.00	X 233	12-28-85
Theodore H. Gilbert	LWD	10-21-85	W $\frac{1}{2}$ of NE $\frac{1}{4}$	3	5S 7W	401.40	802.80	X 408	6-4-86
			S $\frac{1}{2}$ of SE $\frac{1}{4}$ , E $\frac{1}{2}$ of SW $\frac{1}{4}$ , NW $\frac{1}{4}$ of SW $\frac{1}{4}$ , SW $\frac{1}{4}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$ , SW $\frac{1}{4}$ of NW $\frac{1}{4}$						
John Harris	LWD	9-15-85	Lots 6 & 7	21	2S 3W	27.27	68.17	X 411	6-4-86
Susan La Chance	LWD	8-12-85	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	13	5S 6W	40	90.00	X 415	6-11-86

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
Elizabeth I. Murray	LWD	9-23-85	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	3S	6W	80 120.00 X	432 6-23-86
John Stoutenberg	LWD	2-2-86	Lot 10	15	5S	3W	38.73 232.38 X	484 9-3-86
John W. Hanville	LWD	10-21-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2S	3W	120 600.00 X	491 9-8-86
Patrick Ryan	LWD	9-2-85	W $\frac{1}{2}$ of SW $\frac{1}{4}$	33	2S	5W	80 240.00 X	496 9-14-86
R. W. Phillips	LWD	8-5-85	N $\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	5S	4W	120 360.00 X	502 9-20-86
Thaddeus M. Grubbs	LWD	1-7-86	S $\frac{1}{2}$ of NE $\frac{1}{4}$	9	5S	7W	80 160.00 X	508 9-24-86
George Taylor	LWD	7-28-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ & Lot 2	11	2S	4W	55.20 220.80 X	604 11-30-86
J. M. Bunn & Co.	LWD	10-12-86	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	9	3S	6W	40 133.00 X	618 12-13-86

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk	Record

H. F. Bedwell &amp;

J. M. Bunn	LWD	10-12-86	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	9	3S 6W	40	80.00	X	620	12-13-86
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William Sumners	LWD	7-28-85	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	31	2S 2W	40	50.00	X	641	12-23-86
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John J. Gerrish	LWD	7-28-85	Lot 1	3	2S 4W	17.70	70.00	X	667	1-20-87
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Rollin Crawford	LWD	9-14-86	Lots 1, 2, 3, 4	1	3S 5W	65.26	261.04	X	705	3-4-87
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John R. Booth &amp;

Shadrock

Richardson	LWD	9-14-86	NE $\frac{1}{4}$ , E $\frac{1}{2}$ of NW $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$	9	3S 6W	320	400.00	X	711	3-9-87
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John Anderson	LWD	9-15-85	E $\frac{1}{2}$ of SE $\frac{1}{4}$	15	3S 2W	80	200.00	Y	9	3-18-87
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W. S. Walt	LWD	8-12-85	Lot 1	21	2S 4W	2.69	15.00	Y	22	3-29-87
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John T. Anderson	LWD	11-2-86	Lot 1	27	2S 5W	21.20	53.00	Y	33	4-7-87
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Grantee	Instrument	Date	Description	Will. Mer.		Consideration		Date of Record
				S.	T. R. Acres	Bk	Pg	
E. Poppleton	LWD	12-7-86	W $\frac{1}{2}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	17	3S 5W 120	240.00	Y 44	4-21-87
John McNemey	LWD	9-15-85	Lot 5	29	3S 3W 13.55	54.20	Y 60	4-28-87
John H. Walker	LWD	11-2-86	N $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	3S 6W 120	200.00	Y 66	4-30-87
Paris McCain	B&S	1-19-78	Lots 2, 3, 4	31	5S 5W 20.26	243.12	Y 68	5-3-87
Mrs. Sarah A. McPhillips	LWD	11-2-86	Lot 2	15	4S 5W 8.41	33.64	Y 73	5-9-87
Mrs. Sarah M. Otis	LWD	9-14-86	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2S 3W 40	160.00	Y 79	5-13-87
Harrison Z. Foster	LWD	6-21-86	Lots 1, 2, 3, 4 5, 6, 7, 8, 9	13	5S 7W 185.45	310.20	Y 99	6-6-87
Isaac Lambright	LWD	12-7-86	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	19	4S 5W 41.76	83.52	Y 110	6-15-87



Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Julia S. Blood	LWD	7-13-87	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	2S 4W 40	120.00	Y 179	8-31-87
Margaret Casey	LWD	1-15-87	Lot 13	1	5S 6W 32	64.00	Y 183	9-6-87
Michael Casey	LWD	1-15-87	Lots 1 & 12 SE $\frac{1}{4}$ of NE $\frac{1}{4}$	1	5S 6W 70.39	140.75	Y 185	9-6-87
Malt Maroney	LWD	7-21-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	2S 6W 40	90.00	Y 191	9-8-87
M. E. Hendrick	LWD	11-2-86	Lot 3 & 4	3	6S 3W 68.59	274.36	Y 195	9-9-87
Burnes Wiltze	LWD	3-9-87	SW $\frac{1}{4}$	33	3S 5W 60	320.00	Y 200	9-14-87
Darling Smith	B&S	1-19-78	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & Lots 1, 2, 3	5	2S 4W 145.60	327.60	Y 243	10-8-87
Darling Smith	LWD	9-15-85	S $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	2S 4W 120	300.00	Y 244	10-8-87
Darling Smith	LWD	9-2-85	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	2S 4W 80	160.00	Y 247	10-8-87

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
Darling Smith	LWD	9-2-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	2S 4W	80 240.00	Y 249	10-8-87
John Eborall	LWD	5-7-86	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	25	4S 6W	40 120.00	Y 283	11-8-87
Robert L. Booth	LWD	10-12-86	N $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$	1 35	5S 7W 4S 7W	122.40 166.00	Y 287	11-9-87
Hezikiah Bailey	LWD	11-15-87	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	5S 6W	161.11 362.50	Y 382	1-4-88
James B. Rowell	LWD	12-5-87	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2S 3W	40 120.00	Y 443	2-18-88
William Woods	LWD	5-24-79	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	4S 5W	40 80.00	S 326	9-11-79
John N. Townsend	LWD	9-25-85	Lot 3	35	4S 6W	32.02 76.00	Z 126	10-25-88
Henry Parrott	LWD	7-28-85	N $\frac{1}{2}$ of SE $\frac{1}{4}$	13	3S 2W	80 160.00	Z 213	12-11-88

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Henry Parrott	LWD	5-24-79	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	13	3S 2W 40	72.00	Z 218	12-11-88
F. T. Keyes	LWD	7-28-85	Lots 5 & 6	23	3S 3W 13.60	45.00	Z 320	1-14-89
Horace M. Cox	Ctf	3-4-88	Lots 1 & 2	1	3S 3W 48.88	122.20	Z 371	2-9-89
H. M. Daniel	LWD	3-5-86	S $\frac{1}{2}$ of SE $\frac{1}{4}$	29	2S 5W 80	200.00	Z 568	4-30-89
R. Cutler	LWD	7-28-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	2S 4W 40	144.00	Z 618	5-20-89
Malt Maroney	LWD	10-21-85	N $\frac{1}{2}$ of SW $\frac{1}{4}$	25	2S 6W 80	200.00	22 530	2-15-90
N. S. Allen	LWD	8-5-85	E $\frac{1}{2}$ of SE $\frac{1}{4}$	35	2S 5W 80	400.00	24 395	1-26-91
Mrs. Margaret W. Gibbs	Ctf	12-1-90	Lots 1 & 2 NE $\frac{1}{4}$ of SE $\frac{1}{4}$	3 9	3S 2W 112.15	260.38	24 412	1-31-91
James Steel	B&S	2-28-91	Lots 1, 2, 3 W $\frac{1}{2}$ of SW $\frac{1}{4}$	21	3S 5W 80	200.00	24 567	3-23-91

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
James Steel	B&S	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 27 NW $\frac{1}{4}$ of SW $\frac{1}{4}$	3S	5W	80	200.00 24 571	3-23-91
Carrie Kirkley	B&S	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 23	3S	2W	40	80.00 24 573	3-20-91
James Steel	B&S	2-28-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$ 17 NE $\frac{1}{4}$ of NW $\frac{1}{4}$	3S	5W	120	300.00 24 577	3-23-91
S. Root	B&S	3-13-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 19 E $\frac{1}{2}$ of SE $\frac{1}{4}$	4S	5W	120	240.00 24 591	3-24-91
Edmond Sweeney	B&S	2-28-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 21	4S	5W	80	240.00 24 633	4-4-91
W. C. Heyden	LWD	8-5-85	W $\frac{1}{2}$ of NW $\frac{1}{4}$ 33	3S	5W	80	144.00 25 3	4-14-91
C. Kiser	B&S	2-28-91	W $\frac{1}{2}$ of SE $\frac{1}{4}$ 25 & Lots 2 & 3	3S	2W	122.16	305.40 25 7	4-20-91
John Newell	B&S	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 5	5S	6W	40	80.00 25 68	4-16-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R. Acres	ation	Record	
Alonzo & John Newell	LWD	9-2-85	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	5S 6W 40	80.00 25	71	4-16-91
Clyde G. Atkin	B&S	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	27	2S 3W 40	120.00 25	113	4-29-91
Mathias Guenther	B&S	2-28-91	Lots 1, 2, 3, 4	21	2S 3W 91.50	184.65 25	119	4-29-91
Wm. Ball	B&S	3-13-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	19	2S 5W 80	200.00 25	144	5-6-91
Rosetta H. Nash	B&S	2-28-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	11	5S 7W 80	160.00 25	159	5-9-91
Edward Cady	B&S	2-28-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	29	2S 5W 80	200.00 25	168	5-12-91
N. K. Sittou n	B&S	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	21	3S 6W 80	280.00 25	187	5-15-91
Oliver S. Vanosse	B&S	2-28-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	3S 2W 40	80.00 25	200	5-18-91
Wm. C. M. Frakes	B&S	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	19	2S 3W 39.05	160.00 25	227	5-20-91
A. Cummings	B&S	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	15	2S 4W 80	220.00 25	249	5-29-91

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Max J. Lebold	B&S	2-28-91	Frac. SE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	4S 5W 29.60	88.80	25 271	6-1-91
Geo. Inglis	B&S	2-28-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	23	3S 2W 80	160.00	25 281	6-2-91
A. L. Myers	B&S	2-28-91	Lot 1	33	2S 3W 13.18	39.54	25 379	6-23-91
Leonard C. Smith	B&S	2-28-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	3S 5W 40	200.00	25 387	6-24-91
D. H. Nickerson	B&S	2-28-91	Lots 7, 8, 9	33	5S 7W 41.25	82.50	25 419	7-3-91
Joseph Draper	B&S	2-28-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$ E $\frac{1}{2}$ of SW $\frac{1}{4}$	3	4S 5W 160	320.00	25 469	7-18-91
Wm. Ball	B&S	5-2-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$	31	2S 5W 80	180.00	25 535	8-10-91
John W. Green	B&S	8-3-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	29	2S 5W 80	200.00	25 548	8-14-91
Margaret W. Gibbs	B&S	2-28-91	Lots 1 & 2 NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Lots 1, 2, 3	3	3S 2W 112.15	260.38	25 573	8-27-91



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
C. C. Lake	B&S	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2S 5W	39.18 80.00	25 580	8-31-91
J. F. Byers	B&S	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	3S 5W	38.74 193.70	25 611	9-14-91
Richard Parrott	B&S	8-18-85	S $\frac{1}{2}$ of NE $\frac{1}{4}$	23	3S 2W	80 160.00	26 36	10-3-91
Martha S. Parrott	B&S	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	25	3S 2W	101.08 252.70	26 142	11-4-91
			Lot 1					
J. C. Roberts	B&S	8-3-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	3	2S 5W	80 160.00	26 295	12-9-91
Alfred Manock	B&S	2-28-91	Lot 8	7	5S 4W	12.60 75.60	26 308	12-12-91
S. B. Gilpin	LWD	8-22-87	NE $\frac{1}{4}$	9	2S 4W	160 460.00	26 376	12-30-91
J. F. Bakeman	B&S	2-28-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$	13	3S 5W	80 360.00	26 384	12-30-91
J. J. Waite	B&S	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	2S 6W	40 100.00	26 531	2-6-92
Horace M. Cox	B&S	2-28-91	Lots 1 & 2	1	3S 3W	48.88 122.20	26 592	2-23-92

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Wm. Parrett	B&S	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	13	3S 2W	80	160.00 27 3	3-3-92
Amos Wood	B&S	6-8-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2S 3W	40	120.00 26 638	3-5-92
Charles E. Fendall	B&S	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$ 'SE $\frac{1}{4}$ of NW $\frac{1}{4}$	21	4S 7W	120	240.00 27 63	3-21-92
Edward Wood	B&S	2-28-91	Lots 5 & 8	19	5S 6W	63.56	158.90 27 128	4-1-92
Jeremiah O'Brien	B&S	2-28-91	Lots 2, 3, 7, E $\frac{1}{2}$ Lot 4, SW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	35	2S 3W	169.93	399.07 27 178	4-12-92
Jeremiah O'Brien	B&S	3-13-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 'NE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2S 3W	80	240.00 27 181	4-12-92
Joseph Petch	B&S	2-28-91	E $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	2S 6W 2S 5W	120.88	342.20 27 215	4-22-92

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
Joseph Petch	B&S	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ W $\frac{1}{2}$ of NW $\frac{1}{4}$ N $\frac{1}{2}$ of SW $\frac{1}{4}$	23	2S 6W	500.00	27 218	4-22-92
Joseph Petch	B&S	2-28-91	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	2S 6W	100.00	27 220	4-22-92
Joseph Petch	B&S	3-13-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	19	2S 5W	200.00	27 222	4-22-92
Cyrus Jones	B&S	2-28-91	Lots 3, 4, 5, 6	33	5S 7W	95.65	27 292	5-6-92
Max J. Leabold	B&S	3-14-92	Lot 1, Frac. SW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	4S 5W	50.00	27 328	5-14-92
John Sellwood	B&S	3-14-92	Lots 4, 5, 6	35	3S 2W	339.15	27 331	5-14-92
Isaac Amy	B&S	4-18-92	E $\frac{1}{2}$ of NE $\frac{1}{4}$	21	5S 6W	200.00	27 335	5-14-92
Christian Anderson	QC	3-14-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	2S 5W	190.00	27 373	5-31-92

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
Edward J. Stephenson	LWD	11-15-87	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	3S 5W	40	100.00 27	463 6-22-92
Sarah E. Bremmer	B&S	4-18-92	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	2S 4W	40	100.00 27	469 6-23-92
L. Bettman	B&S	6-20-92	W $\frac{1}{2}$ of NE $\frac{1}{4}$	9	4S 5W	80	240.00 27	498 7-2-92
William H. Wood	B&S	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	2S 3W	40	120.00 27	512 7-5-92
William H. Wood	B&S	2-28-91	Lot 8	35	2S 3W	17.71	53.43 27	514 7-5-92
James Fairchild	B&S	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	29	2S 5W	40	100.00 27	538 7-9-92
Claus Muller	B&S	3-14-92	E $\frac{1}{2}$ of NW $\frac{1}{4}$	9	2S 4W	80	160.00 27	588 7-27-92
Thomas Geldard	B&S	8-3-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	3	2S 5W	120	240.00 28	2 8-11-92
E. M. Graves	B&S	3-14-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	4S 6W	40	140.00 28	16 8-15-92
N. A. Brown	LWD	8-22-87	Lots 1, 2, 3, 4	31	5S 6W	61.41	184.23 28	96 9-17-92

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of	
				S.	T. R.	ation	Record		
Scott Bremer	B&S	6-20-92	SW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	23	2S 4W	35.56	106.68	28 122	10-1-92
Scott Bremer	B&S	9-5-92	NW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	23	2S 4W	40	120.00	28 206	10-27-92
Riley Thomas	B&S	9-5-92	S <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>	15	2S 4W	80	270.00	28 223	11-1-92
Ahio S. Watt	B&S	9-5-92	NE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	15	2S 4W	40	140.00	28 225	11-1-92
Scott Bremer	B&S	11-9-92	NE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	23	2S 4W	40	100.00	28 306	11-25-92
J. W. Bewley	B&S	11-5-92	NE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub> & Lot 6	23	5S 7W	61.48	153.70	28 409	12-27-92
Edmund Sweeney	B&S	12-5-92	SE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	21	4S 5W	40	200.00	28 411	12-27-92
Milton W. Potter	B&S	12-5-92	SW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	3	5S 6W	40	100.00	29 132	4-28-93
Charles Nash	B&S	3-14-92	NW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	11	5S 7W	40	80.00	29 135	4-28-93
E. F. Lamson	B&S	2-28-91	NW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	3	6S 7W	40	130.00	29 187	5-23-93

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T.	R.	Acres	Record
R. Hanning	B&S	2-24-93	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2S	6W	40	120.00 29 199 5-29-93
William Ball	B&S	3-14-92	E $\frac{1}{2}$ of NW $\frac{1}{4}$	23	2S	6W	80	200.00 29 212 6-3-93
Wm. Ball	B&S	2-24-93	E $\frac{1}{2}$ of SW $\frac{1}{4}$	19	2S	5W	80	200.00 29 215 6-2-93
Henry J. Harbaugh	B&S	7-28-85	Lot 1	7	3S	3W	4.90	10.00 29 232 6-10-93
George James Champione	B&S	5-8-93	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	29	3S	5W	40	140.00 29 249 6-20-93
C. F. Strohman	B&S	2-24-93	Lots 1 & 2	35	5S	7W	27.03	81.09 29 269 6-27-93
J. C. Gillett	B&S	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	9	5S	6W	80	160.00 29 309 7-17-93
Thomas Geldard	B&S	9-5-92	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	2S	6W	40.08	90.18 30 48 12-26-93
John W. Thomas	LWD	9-15-85	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	11	2S	4W	40	160.00 29 504 10-24-93
Isaac Meyer	B&S	2-28-91	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	2S	4W	60	150.00 29 614 11-28-93



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	

Isaac Meyer	B&S	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & Lots 3 & 4	3	2S 4W	93.20	326.20	29	616	11-28-93
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Emma Smith	B&S	7-3-93	N $\frac{1}{2}$ of NW $\frac{1}{4}$	25	2S 4W	80	280.00	30	261	3-23-94
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William Whalen	LWD	11-2-86	Frac. NE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	5S 6W	39.97	79.94	30	462	6-25-94
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John & James Whalen	B&S	3-14-92	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	4S 6W	40	80.00	30	465	6-25-94
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John Petch	LWD	8-12-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	2S 5W	41.79	96.50	30	501	7-23-94
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John Petch	LWD	8-18-85	SW $\frac{1}{4}$ of SE	25	2S 6W	40	96.30	30	504	7-23-94
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Joseph Petch, Bessie Phelps & Hannah Watson	B&S	11-14-93	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	2S 6W	40	120.00	30	507	7-23-94
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*O. & C. R. R. Co., et al.*

Grantee	Instrument	Date	Description	Will Mer.			Consider- Record			Date of Record	
				S.	T.	R.	Acres	ation	Bk		Pg
do	B&S	11-14-93	N $\frac{1}{2}$ of SE $\frac{1}{4}$	25	2S	6W	80	200.00	30	509	7-23-94
do	B&S	11-14-93	N $\frac{1}{2}$ of NW $\frac{1}{4}$	31	2S	5W	81.65	244.95	30	511	7-23-94
do	B&S	11-14-93	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ & Lot 1	35	2S	5W	58.00	174.00	30	513	7-23-94
do	B&S	11-14-93	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Ex. 6.24 A. in SE corner	25	2S	6W	33.76	84.40	30	515	7-23-94
do	B&S	11-14-93	R/W to haul logs & timber across 6.24 A.	25	2S	6W	1.00	1.00	30	517	7-23-94
J. Burns	B&S	4-30-94	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	2S	3W	40	120.00	30	521	7-23-94
Charles Nash	B&S	7-3-93	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	5S	7W	40	80.00	32	32	10-16-94
Mrs. M. A. Cave	B&S	9-5-92	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	4S	6W	40	100.00	32	137	11-24-94

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Pg	Date of Record
				S.	T.	R.	Acres		
Wm. C. Goodrich	B&S	9-2-85	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	15	3S	6W	80	160.00	32 141 11-26-94
			SW $\frac{1}{4}$ of NW $\frac{1}{4}$						
Jeremiah O'Brien	B&S	9-2-85	Lot 5 & part of Lot 4	35	2S	3W	21.86	54.65	32 207 12-29-94
Michael McNamee	B&S	11-26-74	Lot 1	27	2S	3W	4.60	14.49	32 210 12-29-94
Leo Kosack	B&S	11-9-92	Lots 1 & 3	27	5S	6W	3.51	16.70	32 217 12-31-94
Robert L. Booth	B&S	1-29-94	S $\frac{1}{2}$ of SW $\frac{1}{4}$	35	4S	7W	80	200.00	32 239 1-9-95
C. C. Pervine	B&S	10-15-94	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	21	2S	5W	40	100.00	32 253 1-15-95
R. Y. Fendall	B&S	2-4-95	N $\frac{1}{2}$ of NW $\frac{1}{4}$	21	5S	7W	120	300.00	32 371 3-5-95
			SW $\frac{1}{4}$ of NW $\frac{1}{4}$						
Mrs. Emma F. Winfield	B&S	2-4-95	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	19	4S	5W	80	200.00	32 409 3-25-95
			SW $\frac{1}{4}$ of SE $\frac{1}{4}$						

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	Aeres	Bk Pg	
Dennis Gallagher	B&S	4-30-94	S $\frac{1}{2}$ of SW $\frac{1}{4}$ Lots 4 & 5	23	5S	7W 92	322.00 32	471 5-15-95
Jens Carlson	B&S	5-6-95	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	3S	5W 80	200.00 32	496 5-28-95
Francis A. Fletcher	B&S	5-6-95	W $\frac{1}{2}$ of SE $\frac{1}{4}$	1	5S	7W 80	200.00 32	543 7-6-95
Willamette Pulp & Paper Co.	B&S	7-1-95	Lot 6	1	5S	3W 32	176.00 32	552 7-20-95
William Dixon	B&S	11-14-93	S $\frac{1}{2}$ of SW $\frac{1}{4}$	25	2S	4W 80	320.00 33	41 11-5-95
W. O. Sunderland	B&S	2-28-91	Lots 5 & 6	7	5S	6W 43	64.50 33	94 1-8-95
R. L. Stowe	B&S	9-30-91	N $\frac{1}{2}$	31	3S	5W 327.53	655.06 33	110 1-16-95
Frank A. Fletcher	B&S	11-6-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$	9	5S	7W 80	160.00 33	127 2-3-95
George Davis	B&S	3-13-91	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	2S	6W 40	100.00 33	625 1-2-97

Grantee	Instrument	Date	Description	Will. Mer. S. T. R. Acres	Consider- ation Bk	Record Pg	Date of Record
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Willamette Pulp &

Paper Co.

QC 5-11-96 Lot 5 25 5S 3W 18.43 105.05 34 196 5-17-97

Roger D. Tompkins

B&S 11-9-96 Lot 6 25 5S 3W 58.50 146.25 34 212 5-27-97

Crosby Dickerson

LWD 10-5-87 W $\frac{1}{2}$  of SW $\frac{1}{4}$  23 3S 2W 80 160.00 34 247 6-16-97

Fred Williams

B&S 6-20-92 N $\frac{1}{2}$  of NE $\frac{1}{4}$  25 2S 6W 80 240.00 34 361 10-2-97

Frederick Williams

B&S 2-28-91 S $\frac{1}{2}$  of SW $\frac{1}{4}$  25 2S 6W 80 200.00 34 363 10-2-97

Michael Aylward

B&S 7-3-93 W $\frac{1}{2}$  of SE $\frac{1}{4}$  27 4S 6W 80 160.00 34 374 10-11-97

J. F. Byers

B&S 11-8-97 W $\frac{1}{2}$  of NW $\frac{1}{4}$  5 3S 5W 78.98 276.43 34 443 12-8-97

Margaret Casey

et al. (heirs

of Patrick

Casey, Dec'd.

B&S 7-26-97 Lots 2 & 3 21 4S 5W 59.60 298.00 34 482 1-15-98

*O. & C. R. R. Co., et al.*

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
A. L. Bower	B&S	2-28-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$ Lots 1 & 2	33	2S 5W	125.98	34	526 2-25-98
Alfred Wilson	B&S	2-24-93	S $\frac{1}{2}$ of SE $\frac{1}{4}$	31	4S 6W	200.00	34	626 5-16-98
Henry Holtgrieve	LWD	9-2-85	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Lots 1, 2, 3, 4	29	2S 3W	204.50	34	628 5-16-98
J. M. Agee	B&S	6-18-94	E $\frac{1}{2}$ of SE $\frac{1}{4}$	23	4S 6W	200.00	36	26 6-22-98
John Kirkley	QCD	2-15-97	Lot 1	27	3S 2W	25.00	36	279 1-30-99
A. J. Loban	QCD	8-29-98	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	29	3S 5W	208.12	36	343 3-23-99
C. L. Fendall	B&S	2-4-95	E $\frac{1}{2}$ of NE $\frac{1}{4}$	21	5S 7W	240.00	36	346 3-27-99
Peter Hein	QC	12-12-98	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	3S 2W	140.00	36	467 6-17-99
Wm. Ridgley	QC	4-3-99	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	2S 3W	220.00	36	482 6-28-99



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
John Stoutenburg	QC	2-6-99	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	5S 3W	400.00	36 496	7-6-99
A. Klosterman	QC	6-12-99	Lots 1 & 2	13	3S 4W	7.50	36 538	8-5-99
Margaret Grace	QC	6-12-99	Lot 1	15	3S 5W	30.60	36 626	11-4-99
Amanda F. Fendall	B&S	9-30-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	9	5S 7W	160.00	39 79	1-19-00
Amanda F. Fendall	B&S	9-30-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$	9	5S 7W	160.00	39 81	1-19-00
Adam Knobel	QC	4-23-00	S $\frac{1}{2}$ of NE $\frac{1}{4}$	3	6S 7W	600.00	39 298	5-28-00
Charles August Blane	B&S	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	2S 3W	100.00	39 317	6-5-00
J. C. Gates & J. W. Henry	B&S	5-28-00	6.24 A. by metes & bounds in (Ex. R of W)	25	2S 6W	6.24	39 349	7-6-00
R. L. Booth	QC	5-28-00	N $\frac{1}{2}$ of NE $\frac{1}{4}$	33	4S 7W	200.00	39 404	9-10-00

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record	
				S.	T. R.	Bk	Pg		
O. S. Boyles & W. B. Williams	B&S	8-21-93	SE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	23	2S 6W	39	535	12-28-00	
Sam Doney, Sr. et al. (heirs of Lydia Doney, decd.)	B&S	8-23-00	N <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>	15	2S 4W	39	563	1-18-01	
J. W. Bewley	QC	12-17-00	Lot 4	27	5S 7W	39	604	3-4-01	
Florence Gill	QC	12-17-00	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	11	4S 6W	39	613	3-11-01	
Geo. W. Perkins	QC	12-17-00	SW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	15	2S 6W	41	50	4-13-01	
Geo. W. Perkins	QC	12-17-00	NW <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	15	2S 6W	41	52	4-13-01	
Geo. W. Perkins	QC	12-17-00	W <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub>	23	2S 6W	41	54	4-13-01	
Geo. W. Perkins	QC	12-17-00	E <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub>	23	2S 6W	41	57	4-13-01	
Sarah McPhillips	QC	2-18-01	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	15	4S 5W	41	218	6-11-01	

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R. Acres	ation Bk	Pg	
John A. Andrews	B&S	2-28-91	W <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub>	29	2S 5W 80	200.00 41	258	7-5-01
John A. Andrews	B&S	2-28-91	SE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>	29	2S 5W 40	100.00 41	260	7-5-01
W. T. Macey	TaxD	7-25-01	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	29	4S 6W 40	5.10 41	369	8-5-01
R. L. Booth	QC	6-10-01	NE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>	35	4S 7W 40	114.00 41	482	8-31-01
R. R. Jones	B&S	5-8-93	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	29	4S 6W 40	100.00 41	492	11-5-01
J. A. Young	TaxD	7-25-01	SW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	3	5S 6W 40	5.10 41	504	11-7-01
J. W. Foster	QC	3-3-02	Lots 1 & 2	21	5S 6W 65.44	380.00 43	7	3-11-02
John Wortman	QC	10-29-00	N <sup>1</sup> / <sub>2</sub> of N <sup>1</sup> / <sub>2</sub> S <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub> & SE <sup>1</sup> / <sub>4</sub>	29	3S 6W 400	1140.00 43	10	3-17-02
John Wortman	QC	10-29-00	S <sup>1</sup> / <sub>2</sub> of N <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub>	29	3S 6W 240	684.00 43	11	3-17-02
Jens Nelson	QC	4-7-02	NE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	21	5S 6W 40	200.00 43	65	6-25-02

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
L. R. Booth	QC	7-7-02	S $\frac{1}{2}$ of SW $\frac{1}{4}$	31	4S 6W	82.08	328.32 43	148 12-3-02
William H. Egan	B&S	12-1-02	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	15	2S 4W	40	160.00 43	163 12-24-02
I. Z. Daugherty	TaxD	7-25-01	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	5S 6W	62.30	6.10 43	174 1-16-03
			Lots 2 & 11					
Elizabeth, William & Mathew Geldard	QC	12-3-02	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	2S 5W	40.08	90.18 43	188 2-17-03
W. F. Enos & Sumner Carr	B&S	3-14-92	S $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	3S 6W	160	400.00 43	284 6-22-03
Francis Hanswirth	B&S	2-28-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$	11	3S 6W	80	160.00 43	308 7-25-03
Edwin B. Morse	QC	2-2-03	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	9	5S 7W	40	100.00 43	310 7-27-03
Edwin B. Morse	QC	2-2-03	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	9	5S 7W	40	100.00 43	314 8-3-03

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
E. C. Apperson & W. S. Link	QC	6-8-03	N $\frac{1}{2}$ of NE $\frac{1}{4}$	3	3S 6W	82.71 413.55	43 322	8-8-03
Charles Grissen	QC	10-5-03	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ E $\frac{1}{2}$ of NW $\frac{1}{4}$ & SW $\frac{1}{4}$	11	4S 6W	280 880.00	43 385	11-19-03
Charles Grissen	QC	10-5-03	All	15	4S 6W	640 1920.00	43 386	11-19-03
Charles Grissen	QC	10-5-03	E $\frac{1}{2}$ of SE $\frac{1}{4}$	11	4S 6W	80 300.00	43 387	11-19-03
Charles Grissen	QC	10-5-03	S $\frac{1}{2}$ of NE $\frac{1}{4}$	11	4S 6W	80 320.00	43 388	11-19-03
Fielder Wood	LWD	9-7-03	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	2S 3W	40 220.00	43 398	12-1-03
Edgar Poppleton	B&S	2-28-91	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	19	3S 5W	40 100.00	43 467	1-29-04
William Hager	QC	3-7-04	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of NE $\frac{1}{4}$	23	5S 3W	120 720.00	43 605	5-23-04

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Matt Maroney	B&S	9-7-03	S $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	27	2S 6W	400.00	46	43 9-27-04
Wm. G. Moore & Joseph & Wm. McHardy	QC	2-8-04	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	2S 5W	120.00	46	105 12-10-04
Mathew Maroney	LWD	9-2-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	2S 6W	90.00	46	217 6-8-05
W. A. Howe	QC	7-20-05	N $\frac{1}{2}$ of NE $\frac{1}{4}$ W $\frac{1}{2}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	27	2S 6W	720.00	46	281 8-18-05
Geo. W. Perkins & Jno. K. Sampson	LWD	7-28-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	2S 6W	90.00	46	309 11-7-05
H. T. Mills	B&S	2-24-05	Lot 2 (SE of NW $\frac{1}{4}$ )	15	5S 4W	76.50	46	319 12-1-05



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
M. S. Adams	B&S	6-6-05	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	15	3S 6W	80 240.00	46 320	12-2-05
E. G. Lantis	QC	10-31-05	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	21	2S 5W	40 160.00	46 409	3-26-06
Ammon Shadden	B&S	2-2-03	E $\frac{1}{2}$ of SE $\frac{1}{4}$	21	3S 6W	80 240.00	43 189	2-17-03
John Sellwood	Cont	6-26-90	Lots 4, 5, & 6	35	3S 2W	35.70 339.15	306	8-7-91
						BofCont		
Christian Anderson	Cont	9-27-90	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	2S 5W	40 190.00	37	4-30-92
						CofBonds&C		

State of Oregon       )  
County of Yamhill    ) ss.

I hereby certify that the foregoing eight sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 24, 1912.

(Seal.)  
H. S. MALONEY,  
County Recorder of Yamhill County, Oregon.



# **POLK COUNTY, OREGON.**

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Polk County, Oregon, prior to November 16, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.			Consider-			Date of Record	
				S.	T.	R	Acres	ation	Bk		Pg
Franklin Yocum	QCD	11-27-72	Lot 4	23	6S	7W	15.14	54.51	8	279	12-8-73
David M. Guthrie	Deed	11-26-74	Lots 2 & 7	19	8S	5W	21.24	47.79	9	301	4-5-75
Paul Ohling	Deed	1-19-78	N $\frac{1}{2}$ of N $\frac{1}{2}$	1	10S	6W	187.70	254.62	11	414	3-1-78
Smiley Carter	Deed	1-19-78	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	3	10S	7W	47.00	105.85	11	631	9-9-78
Henry Christian	Deed	2-16-76	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	9S	4W	40	180.00	12	294	3-7-79
Ezra T. Hallock	Deed	1-19-78	N $\frac{1}{2}$ of NE $\frac{1}{4}$	7	8S	6W	160	432.00	13	58	3-8-80
			N $\frac{1}{2}$ of NW $\frac{1}{4}$	9	8S	6W					

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Robt. M. Montgomery	Deed	1-19-78	Lot 2	23	9S	6W	11.90 29.75 13	79 3-29-80
Adelbert Coon	Deed	1-19-78	Lot 1	23	8S	6W	9.99 35.00 12	509 9-6-79
J. B. Syron	Deed	5-24-79	Lot 1	7	6S	5W	11.94 191.04 12	560 11-13-79
Henry Byerley	War Deed	2-26-80	Lot 3	15	6S	5W	9.60 86.40 13	212 7-9-80
Rufus A. Porter	WD	2-26-80	Lot 1 & 5.67 acres off of N. end Lot 2	9	6S	6W	18.90 141.75 13	504 1-14-81
Jas. H. Burns	WD	2-1-81	Lot 4	35	8S	6W	12.14 30.35 13	542 2-7-81
I. M. Simpson	WD	2-1-81	Lots 3 & 5	31	9S	6W	45.03 101.32 13	545 2-7-81
J. F. Eschricht	Deed	9-23-85	W $\frac{1}{2}$ of NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	9S	7W	120 300.00 18	13 2-26-86
J. F. Eschricht	Deed	12-11-85	W $\frac{1}{2}$ of NW $\frac{1}{4}$	25	9S	7W	80 200.00 18	17 2-26-86

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
J. F. Eschricht	Deed	12-11-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	9S 7W	100.00	18	21 2-26-86
J. F. Eschricht	Deed	12-11-85	S $\frac{1}{2}$ of SE $\frac{1}{4}$	23	9S 7W	200.00	18	24 2-26-86
Geo. W. Lee	Deed	7-28-85	Lot 1	17	8S 5W	21.50	18	31 3-9-86
Chas. L. Alderman	Deed	8-18-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$	15	6S 4W	200.00	18	34 3-11-86
J. B. Lewis	Deed	8-12-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	5	9S 6W	90.00	18	42 3-16-86
Sam'l Auguste Gross	Deed	8-12-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	21	6S 7W	180.00	18	46 3-17-86
L. J. & W. F. Sleppy	Deed	8-12-85	W $\frac{1}{2}$ of NW $\frac{1}{4}$	17	7S 6W	200.00	18	61 4-9-86
L. J. & W. F. Sleppy	Deed	8-12-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	17	7S 6W	100.00	18	65 4-9-86
Joseph E. Brown	Deed	9-15-85	Lot 2	9	7S 6W	89.30	18	69 4-9-86
J. B. Trellinger	Deed	12-11-85	Lots 1 and 2	9	6S 7W	161.55	18	86 4-26-86
Wm. Savage	Deed	10-21-85	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	7	6S 6W	410.00	18	161 8-4-86
			Lot 2	17	6S 6W			



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
William Savage	Deed	10-21-85	Lot 7	7	6S	6W	38.75 193.75 18 165	8-4-86
W. C. Brown	Deed	7-12-86	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	19	9S	6W	46.35 153.10 18 188	9-11-86
W. C. Brown	WD	7-12-86	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ & NE $\frac{1}{4}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	19	9S	6W	120 210.00 18 196	9-11-86
Micajah Morrison	WD	2-2-86	E $\frac{1}{2}$ of NE $\frac{1}{4}$	17	9S	6W	80 160.00 18 239	11-18-86
C. A. Frantz	WD	10-12-86	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	3	10S	7W	45.51 117.50 18 288	12-7-86
J. B. Lewis	WD	11-2-86	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	5	9S	6W	40 100.00 18 358	3-25-87
D. M. Guthrie, T. G. Richmond, A. H. Whitley	WD	11-2-86	NE $\frac{1}{4}$	21	7S	6W	160 200.01 18 409	5-9-87
David M. Guthrie	WD	6-7-87	Lots 5 & 6	3	7S	3W	87.25 147.31 18 446	7-16-87

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
D. R. Evans	WD	11-2-86	Lot 2 (except 5.67 acres off N end)	9	6S 6W	24.64	184.80 18 475	9-8-87
J. H. Weaver,								
J. L. Riggs	WD	7-13-87	Lot 2	27	8S 6W	37.62	186.80 18 487	10-12-87
United States	Deed	9-21-87	S $\frac{1}{2}$ of SE $\frac{1}{4}$	3	9S 6W	—	1.00 18 599	1-26-88
Robert Clark	WD	8-5-85	NE $\frac{1}{4}$	19	9S 6W	160.00	280.00 18 617	2-23-88
George Jackson	WD	6-7-87	Lots 4 & 5	19	7S 5W	25.46	120.22 19 2	5-7-88
B. Dove	WD	9-20-87	E $\frac{1}{2}$ of SE $\frac{1}{4}$	35	9S 7W	80	275.00 19 38	5-14-88
E. Y. Hallock	WD	11-15-87	SW $\frac{1}{4}$	33	7S 6W	160	400.00 19 360	7-31-89
E. Y. Hallock	WD	10-21-85	S $\frac{1}{2}$	5	8S 6W	320	800.00 19 364	7-31-89
E. M. Branson	WD	12-7-86	Lot 3	5	6S 6W	12.07	60.35 22 188	9-24-90

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation Bk	Pg	
Andrew Olsen	WD	7-28-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	7S 6W 40	100.00	22 304	12-31-90
A. M. Miller	WD	8-5-85	Lots 6	33	6S 5W 15.14	30.28	22 345	2-3-91
James B. McTimmons	Deed	2-28-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	9	9S 6W 40.00	100.00	22 472	5-20-90
Samuel A. Gross	Deed	2-28-91	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & Lot 1	21	6S 7W 65.50	196.50	22 478	5-22-91
George Werts	Deed	2-28-91	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	21	9S 6W 40	100.00	22 528	5-27-91
John M. Phy, T. G. Richmond	WD	11-2-86	NW $\frac{1}{4}$	21	7S 6W 160	199.98	22 531	5-29-91
	Deed	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	3	10S 7W 40	100.00	22 537	6-1-91
Nellie Haggard	Deed	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	10S 6W 80	160.00	22 541	6-4-91
John H. Watson	Deed	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$				Also 50-76-3-4-09	
Truman O. Bevens	Deed	2-28-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	10S 6W 120	240.00	22 544	6-6-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
J. Jay Brown	Deed	2-28-91	Lots 4, 5, 6, 7, 8	15	9S 6W	46.87	140.61 22	567 7-7-91
R. Clark	Deed	5-1-91	Lots 7, 8, 9	33	9S 6W	66.62	145.39 22	570 7-7-91
J. P. & M. M. Bevens	Deed	2-28-91	W $\frac{1}{2}$ of SW $\frac{1}{4}$	3	10S 6W	80	160.00 22	612 8-14-91
Theodore P. Bevens	Deed	2-28-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 'NE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	10S 6W	120	240.00 22	616 8-14-91
Dr. Victor Fink	Deed	2-28-91	Lots 4 & 5 Lots 6, 7 & 8	17 19	7S 5W 7S 5W	95.09	285.27 24	1 9-17-91
F. K. Hubbard, W. T. Shurtleff	Deed	12-21-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	17	8S 6W	80	320.00 24	157 1-20-92
Chas. Sheythe	Deed	11-16-91	SW $\frac{1}{4}$	25	9S 7W	160	400.00 24	181 2-3-92
R. Glennie	Deed	12-21-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$ W $\frac{1}{2}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	21	6S 7W	200	600.00 24	256 4-7-92

Grantee	Instrument	Date	Description	Will. Mer.		Consider-Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Andrew Peterson	WD	6-29-89	Lot 1	1	8S 6W	13.53	32.20 24	301 5-23-92
E. B. Doty	Deed	3-14-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	10S 7W	80	200.00 24	335 7-2-92
			NW $\frac{1}{4}$ of SW $\frac{1}{4}$					
John Weinberger	Deed	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	19	9S 6W	86.34	151.10 24	477 10-10-92
C. G. Rowell	Deed	8-3-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	31	8S 6W	80	240.00 24	564 11-16-92
C. G. Rowell	Deed	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	31	8S 6W	40	200.00 24	567 11-16-92
Martha E. Collins	Deed	2-28-91	Lots 5 & 6	29	9S 6W	68.32	170.80 24	617 12-13-92
Joseph Edwards	Deed	3-14-92	Lots 7 & 8	31	9S 6W	22.66	86.11 26	93 3-28-93
E. Y. Hallock	Deed	2-28-91	S $\frac{1}{2}$ of NE $\frac{1}{4}$	33	7S 6W	80	200.00 26	154 5-23-93
E. Y. Hallock	WD	12-7-86	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	7	8S 6W	40	133.00 26	157 2-23-93
John L. Illingsworth	Deed	5-8-93	E $\frac{1}{2}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$	9	8S 6W	160	400.00 26	206 7-11-93

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	ation	Bk Pg	
W. C. Fischer	Deed	9-30-91	SE $\frac{1}{4}$	25	9S 7W	160 400.00	26 257	8-14-93
Chas. E. Drumeller	Deed	2-24-93	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	7	8S 6W	40 140.00	26 285	9-29-93
Thomas Holman	Deed	10-15-94	Lot 11	15	7S 3W	39.38 157.52	26 576	11-28-94
R. P. Osborn	Deed	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	8S 5W	40 200.00	26 585	12-3-94
John Weinberger	Deed	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	19	9S 6W	86.34 151.10	24 477	10-10-92
J. H. Weaver,								
L. W. Riggs	Deed	9-30-91	E $\frac{1}{2}$ of NW $\frac{1}{4}$	33	8S 6W	120 360.00	30 61	5-2-95
			SW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	8S 6W			
M. M. Ellis	Deed	2-24-93	N $\frac{1}{2}$ of NW $\frac{1}{4}$ &					
			NE $\frac{1}{4}$	21	9S 6W	240 480.00	30 505	12-22-96
M. P. Jones	Deed	3-14-92	Lot 2	23	6S 5W	.37 10.00	30 547	3-11-97
Joseph R. Hubbard	WD	10-21-85	Lots 4 & 5	35	9S 5W	47.20 141.60	30 554	5-2-97



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	ation	Bk Pg	
E. G. White	WD	9-5-92	Lots 1 & 2	21	8S 6W	29.96	269.30 30	579 5-20-97
E. G. White	Deed	6-20-92	Lot 1	27	8S 6W	11.93	107.71 30	582 5-20-97
Florence A. Wolfe	Deed	3-14-92	N $\frac{1}{2}$ of NE $\frac{1}{4}$	33	8S 6W	80	240.00 30	624 7-9-97
Willamette Pulp & Paper Co.	QC	2-15-97	Lot 5	21	6S 3W	10.11	80.00 32	35 9-8-97
Mrs. S. C. Price	Deed	2-15-97	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lots 2, 3 & 4	33	9S 6W	57.55	287.75 32	106 11-19-97
Luckiamute Mill Co.	Deed	12-20-97	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	25	8S 7W	40	220.00 32	152 2-11-98
Lee Rowell	Deed	4-11-98	Lots 1 & 2	1	7S 7W	108.94	326.82 32	350 11-2-98
R. Sutor, R. J. F. Thurston	QCD	8-29-98	E $\frac{1}{2}$ of NE $\frac{1}{4}$	1	8S 7W	80.06	190.00 32	376 11-19-98

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T.	ation	Bk	Record
Robt. Suitor,								
R. J. F. Thurston	QCD	12-12-98	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	1	8S	7W	80	190.00 32 543 2-11-99
Alexander Couter	Deed	7-5-99	S $\frac{1}{2}$ of SW $\frac{1}{4}$	7	8S	6W	84.18	420.90 34 187 9-6-99
J. P. Simpson	Deed	1-29-94	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	35	9S	7W	40	200.00 34 251 10-25-99
J. P. Simpson	QCD	2-15-97	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	9S	7W	40	160.00 34 254 10-25-99
J. P. Simpson	QCD	2-15-97	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	35	9S	7W	40	160.00 34 257 10-25-99
E. C. Bump	Deed	2-28-91	Lots 8 & 9	5	10S	6W	28.50	71.25 34 337 12-26-99
J. D. Smith	QCD	10-9-99	Lots 2 & 3	5	9S	5W	18.75	112.50 34 348 12-29-99
J. W. Yost	Deed	2-12-00	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	19	9S	5W	40	100.00 34 461 3-28-00
T. N. Ottinger	Deed	4-23-00	Lots 2, 3, 4 & SW $\frac{1}{4}$ of SW $\frac{1}{4}$	29	6S	6W	90.75	236.55 34 534 6-5-00

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
W. D. Gilliam	QCD	6-6-98	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	9S 6W 40	140.00	34 590	7-31-00
W. D. Gilliam	QCD	6-6-98	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	5	9S 6W 40	140.00	34 593	7-31-00
A. Prescott, J. E. Veness	QCD	5-28-00	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	35	9S 7W 40	180.00	35 48	12-5-00
L. Lemmon	QCD	10-29-00	S $\frac{1}{2}$ of SW $\frac{1}{4}$	19	9S 6W 86.36	302.26	35 85	1-3-01
Mary Ann Eliza- beth Price	Deed	12-17-00	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S 7W 80	200.00	35 105	1-25-01
Luckiamute Mill co	QCD	10-29-00	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	35	8S 7W 40	400.00	35 116	2-8-01
George A. Blanchard	QCD	2-18-01	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	13	8S 7W 40	160.00	35 162	4-20-01
George A. Blanchard	QCD	2-18-01	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	13	8S 7W 40	140.00	35 165	4-20-01

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
A. N. Moores	QCD	5-23-00	N $\frac{1}{2}$ of NW $\frac{1}{4}$ E $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$	27	9S	7W 320	1425.00 35 167	4-20-01
Capital Lumber- ing Co.	QCD	3-14-92	S $\frac{1}{2}$ of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	9S	7W 120	684.00 35 170	4-20-01
T. H. Mareh	QCD	2-18-01	Lots 5 & 6	9	7S	6W 29.11	72.78 35 222	7-1-01
T. H. Mareh	QCD	2-18-01	Lot 4	9	7S	6W 25.47	63.67 35 225	7-1-01
The Thurston Lumber Co.	QCD	9-3-00	SE $\frac{1}{4}$	3	8S	7W 160	480.00 35 313	9-19-01
Thurston Lbr. Co.	QCD	7-29-01	S $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	9	8S	7W 120	360.00 35 316	10-19-01

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
W. E. Doty,								
E. B. Doty,								
J. P. Minch	Deed	9-3-00	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	10S	6W	35 434	3-1-02
			SW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	10S	7W		
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$					
			W $\frac{1}{2}$ of SE $\frac{1}{4}$					
			E $\frac{1}{2}$ of SW $\frac{1}{4}$					
			SW $\frac{1}{4}$ of SW $\frac{1}{4}$					
			NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S	7W		
Oloy Loyd Guyer	Deed	12-2-01	E $\frac{1}{2}$ of NE $\frac{1}{4}$	35	9S	6W	35 481	4-2-02
Thurston Lbr. Co.	QCD	12-2-01	N $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	9	8S	7W	35 630	8-20-02
Carl Peterson	WD	9-15-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of NW $\frac{1}{4}$	31	8S	6W	38 32	9-26-02

Grantee	Instrument	Date	Description	Will Mer.		Consider-			Date of Record		
				S.	T.	R.	Acres	ation		Bk	Pg
W. C. McClure	Deed	10-6-02	Lot 4 & SW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	1	9S	8W	93.44	373.76	38	170	12-8-02
W. C. McClure	QCD	10-6-02	E <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub>	1	9S	8W	93.51	374.04	38	171	12-8-02
F. F. Tooze	QCD	10-15-94	E <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>	19	9S	6W	80	200.00	38	231	2-24-03
E. Y. Hallock	Deed	2-28-91	S <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub>	33	7S	6W	80	200.00	38	267	4-15-03
L. Gerlinger	QCD	6-8-03	S <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub>	13	8S	7W	80	360.00	38	330	7-30-03
William C. McClure	QCD	6-8-03	NE <sup>1</sup> / <sub>4</sub>	1	9S	8W	187.25	749.00	38	349	8-27-03
Capital Lumber-											
ing Co.	Deed	5-28-00	SE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub> E <sup>1</sup> / <sub>2</sub> ; E <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub> ; 21 SW <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub> ; W <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub> ; 27 SE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub> ; N <sup>1</sup> / <sub>2</sub> of N <sup>1</sup> / <sub>2</sub>	11	10S	7W	800	4042.00	38	377	9-25-03
				33	9S	7W					



Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Franklin Yocum	—	11-27-72	Lot 4	23	6S 7W	50.14	54.51 8 279	12-8-73
William Savage	—	10-21-85	Lot 7	7	6S 6W	38.75	193.75 18 165	8-4-86
Wm. Savage	—	10-21-85	(NE $\frac{1}{4}$ of SE $\frac{1}{4}$ )	7	6S 6W	82	164.00 18 161	8-4-86
			(Lot 2	17	6S 6W		246.00	
Andrew Olsen	—	7-28-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	7S 6W	40	100.00 22 304	12-31-90
John M. Phy & Thomas G. Richmond	—	11-2-86	NW $\frac{1}{4}$	21	7S 6W	160.00	199.98 22 531	5-29-91
John H. Watson	—	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	10S 6W	80	160.00 22 541 Also 50 76	6-4-91 3-4-09
R. Clark	—	5-1-91	Lots 7, 8 & 9	33	9S 6W	66.62	145.39 22 570	7-7-91
Lee Rowell	—	4-11-98	Lots 1 & 2	1	7S 7W	108.94	326.82 32 350	11-2-98

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
J. D. Smith	—	10-9-99	Lots 2 & 3	5	9S	5W	18.75 112.50 34 348	12-29-99
Oloy Loyd Guyer	—	12-2-01	E $\frac{1}{2}$ of NE $\frac{1}{4}$	35	9S	6W	80 320.00 35 481	4-2-02
J. W. Yost	QCD	7-6-03	Lot 7	29	9S	6W	34.16 136.64 38 407	11-3-03
W. F. Gilliam	QCD	3-2-03	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	9S	7W	40 100.00 38 416	11-14-03
W. J. Critchlow	QCD	7-7-02	Lots 7, 8 & 9	25	9S	6W	50.77 203.08 38 443	12-24-03
Sarah C. Ronco	QCD	9-23-01	SW $\frac{1}{4}$	7	9S	6W	168.68 843.40 41 55	10-29-04
Mrs. Lila Pugh	QCD	12-1-04	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	8S	6W	40 240.00 41 130	4-19-05
Security Savings & Trust Co.	QCD	3-17-05	N $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$ NW $\frac{1}{4}$ & S $\frac{1}{2}$ W $\frac{1}{2}$ of NW $\frac{1}{4}$	25 35 35 1	8S 8S 8S 8S	7W 7W 7W 7W	841.37 7489.59 41 161	6-19-05

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T.	ation	Bk	
			Lots 1 & 2 &					
			S $\frac{1}{2}$ of NE $\frac{1}{4}$	3	9S	7W		
Bryan, Lucas Lbr. Co.	QCD	11-3-02	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	8S	7W	40 160.00 41	167 6-22-05
Bryan, Lucas Lbr. Co.	QCD	11-3-02	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	8S	7W	40 220.00 41	168 6-22-05
Bryan, Lucas Lbr. Co.	QCD	2-24-05	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	25	8S	7W	40 200.00 41	170 6-22-05
Chas. H. Vick	QCD	5-3-05	All	19	7S	6W	658.40 2304.40 41	212 10-3-05
A. N. Moores	QCD	7-1-05	E $\frac{1}{2}$ of E $\frac{1}{2}$	15	9S	7W	640 3500.00 41	305 4-7-06
			SW $\frac{1}{4}$ of SE $\frac{1}{4}$					
			W $\frac{1}{2}$ of NE $\frac{1}{4}$	23	9S	7W		
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$					
			W $\frac{1}{2}$					
Henry Byerly	WD	2-26-80	Lot 3	15	6S	5W	9.60 86.40 13	212 7-19-80
C. A. Carey	Cont	3-20-75	Lot 1	7	6S	5W	11.94 191.04 9	544 10-21-75

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
R. Suitor	Cont	6-10-93	NE $\frac{1}{4}$	35	9S 7W	160	1120.00	1Misc 317	4-23-94
W. C. Fisher	Ctf	9-18-91	SE $\frac{1}{4}$	25	9S 7W	160	400.00	1 245	5-8-93
David Warren	Ctf	3-16-88	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	9	8S 6W	80	320.00	19 171	12-20-88
C. W. Dodenhoff	Ctf	5-25-88	(Lots 4 & 5 (Lots 6, 7 & 8	17 7S 19 7S	5W 5W	95.09	285.27	16 590	9-27-88
L. J. & W. F. Sleppy	Ctf	10-30-82	W $\frac{1}{2}$ of NW $\frac{1}{4}$	17 7S	6W	80	200.00	16 73	10-21-83
W. T. & L. P. Sleppy	Ctf	10-30-82	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	17 7S	6W	40	100.00	16 72	8-21-83
Robert Clark	Ctf	7-26-82	NE $\frac{1}{4}$	19 9S	6W	160	280.00	15 458	7-26-82

State of Oregon )  
County of Polk )ss.

I hereby certify that the foregoing five sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 23, 1912.

(Seal.)

E. M. SMITH,  
County Recorder of Polk County, Oregon.

*O. & C. R. R. Co., et al.*

# MARION COUNTY, OREGON.

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Marion County, Oregon, prior to December 1, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T.	R.	Aeres	ation Bk Pg Record
William Keil	B&S	11-27-72	Lot 1	27	4S	1W	2.13	9.60 18 511 12-8-75
Alfred Havenden	B&S	11-27-72	Lot 1	29	4S	1W	3.56	16.02 23 81 12-13-77
Fabritus R. Smith	Ctf	2-28-73	Lot 1	1	8S	3W	3	27.00 15 434 4-21-73
Fred G. Ewald	Ctf	3-29-73	Lot 6	3	8S	3W	3.34	37.58 17 159 5-26-74
Franz Zimmerman	B&S	2-16-76	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; 9 NW $\frac{1}{4}$ of NE $\frac{1}{4}$	9S	2E	80	144.00	23 90 12-19-77



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Dewitt C. Budd	B&S	1-19-78	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; 13 SW $\frac{1}{4}$ of NE $\frac{1}{4}$	8S	4W	80	240.00 23 191	2-25-78
H. E. Schmidt	B&S	2-16-76	Lot 3	33 8S	1E	34.24	61.64 23 318	6-6-78
Ferdinand G. Ewald	B&S	11-26-74	Lot 6	3 8S	3W	3.34	37.58 18 151	4-8-75
Febritus R. Smith	B&S	11-26-74	Lot 1	3 8S	3W	3	27.00 18 168	4-24-75
Henry Wehrum	B&S	11-26-74	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 11 SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 3, 4, 5, 6 and 9	5S	3W	179.24	716.96 18 224	5-21-75
Alfred M. Belt	B&S	9-9-75	Lots 1, 2, 3 & 4 31	8S	3W	28.46	71.15 18 443	10-26-75
Lewis Stout	B&S	9-9-75	Lots 4 & 5	15 9S	1E	84.75	152.52 18 448	10-30-75
Rodney W. Chase	B&S	9-9-75	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ & Lot 1	5S	1W	49.39	244.50 18 596	2-10-76

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Rodney W. Chase	B&S	9-9-75	Lots 5 & 6	9	5S 1W	4.60	14.50 18	597 2-10-76
John W. Greenwood	B&S	2-16-76	Lot 1	1	7S 2W	.10	3.30 18	616 3-2-76
Peter A. Hartman	B&S	1-19-78	W $\frac{1}{2}$ of NW $\frac{1}{4}$	35	7S 1E	80	144.80 31	147 6-4-83
Peter Gates	B&S	2-16-76	S $\frac{1}{2}$ of SW $\frac{1}{4}$	21	8S 1E	80	144.00 21	8 5-4-76
Joshua G. Eberhard	B&S	2-16-76	Lots 6 & 9	33	3S 2W	41.45	93.25 21	98 7-10-76
Alexander Esson	B&S	8-17-76	Lot 1	5	6S 1W	5.92	16.20 21	231 11-23-76
School Dist. No.								
85, Marion Co.	B&S	8-17-76	295 ft. square in SE corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	8S 1E	2	1.00 21	243 12-2-76
Thomas Ward	B&S	11-26-74	Lot 1	25	6S 2W	3.92	15.88 21	316 2-6-77
Perry S. Kenady	SWar	5-24-79	Lot 4	7	6S 1W	9.62	25.00 24	158 7-10-79

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	Acres	ation Bk	Record
Mrs. Naomi Steen	SWar	5-24-79	Lot 4	33	6S	2W	5.53 25.00 24	161 7-10-79
S. A. D. Parker	SWar	5-24-79	Lot 3	7	6S	1W	15.67 50.87 24	256 9-29-79
William M. Case	SWar	5-24-79	Lot 1	13	4S	2W	5.89 31.80 24	516 5-3-80
Emanuel Schindler	SWar	5-24-79	S $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	9S	2E	120 240.00 24	581 6-18-80
Mathias Bauer	SWar	2-1-81	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	6S	1W	19.45 77.80 26	269 2-9-81
Ellis G. Hughes	SWar	5-27-80	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of 17 Sec. 21; S $\frac{1}{2}$ of N $\frac{1}{2}$ & S $\frac{1}{2}$	17	9S	2E	560 790.00 26	419 7-21-81
Wm. Reid	SWar	9-2-85	S $\frac{1}{2}$ ; NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$	35	7S	1E	560 1000.00 33	398 3-10-86

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
A. N. Gilbert	SWar	9-23-85	E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; 27 NE $\frac{1}{4}$ of SW $\frac{1}{4}$	6S	2W	480.00	33	4-12-86
Henry A. Graves	SWar	9-15-85	S $\frac{1}{2}$ of NW $\frac{1}{4}$	11	9S	160.00	33	4-15-86
Chas. Uren	SWar	8-18-85	N $\frac{1}{2}$ of SW $\frac{1}{4}$	11	9S	160.60	33	4-15-86
Urban Schneider	SWar	9-23-85	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	9S	100.00	33	4-17-86
D. W. Craig	SWar	10-21-85	S part of S $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec. 9, south of river and NW $\frac{1}{4}$ of NW $\frac{1}{4}$	15	9S	190.00	33	4-26-86
J. P. Williams	SWar	10-21-85	S $\frac{1}{2}$ of NE $\frac{1}{4}$	33	8S	160.00	33	4-29-86

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Joseph Cox	SWar	12-11-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$					
			Sec. 17 &					
			NW $\frac{1}{4}$ of SW $\frac{1}{4}$	9	9S	2E	80 180.00 33 463	5-5-86
Meinrod Wall	SWar	9-2-85	E $\frac{1}{2}$ of SW $\frac{1}{4}$	27	7S	1E	80 228.00 33 468	5-7-86
Wm. Woodworth	SWar	9-2-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$	15	8S	1E	80 200.00 33 481	5-22-86
Peter Rauch	SWar	9-2-85	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	7S	1E	40 95.00 33 500	6-9-86
Lester D. Leonard	SWar	9-2-85	W $\frac{1}{2}$ of SE $\frac{1}{4}$	23	7S	1E	80 190.00 33 502	6-9-86
Levin N. English	SWar	10-21-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	33	8S	1E	80 160.00 33 510	6-16-86
			& SW $\frac{1}{4}$ of NW $\frac{1}{4}$					
E. S. Brooks	SWar	7-28-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	8S	1E	40.30 90.75 33 523	7-5-86
Lewis Stout	SWar	7-28-85	Lots 1, 2, 3 & 4	11	9S	1E	151.28 214.47 33 550	9-2-86

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Jessie L. Garey	SWar	9-2-85	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	13	8S	1E	40 114.00 33	553 9-2-86
Jacob Siegmund	SWar	4-9-86	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	31	8S	2E	40.06 60.09 33	586 10-12-86
Rodney W. Chase	SWar	8-5-85	Lot 2	21	5S	1W	17.95 81.00 33	594 10-15-86
Ashel Bush	SWar	8-10-85	E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 23; SE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	7S	1E	320 800.00 33	600 10-20-86
August Shellberg	SWar	7-12-86	S $\frac{1}{2}$ of NW $\frac{1}{4}$	5	9S	2E	80 160.00 33	603 10-20-86
F. Hicks	SWar	8-10-86	E $\frac{1}{2}$ of SW $\frac{1}{4}$ of 11 NW $\frac{1}{4}$	11	7S	1W	20 60.00 35	25 12-11-86
J. B. Stump	SWar	10-21-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$ and Lots 6, 7, 8 & 9	35	9S	4W	191.31 430.45 35	44 12-22-86



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
David Gerking	SWar	9-15-85	E $\frac{1}{2}$ of NE $\frac{1}{4}$ & 23 NE $\frac{1}{4}$ of SE $\frac{1}{4}$	8S	1E 120	336.00	35 114	2-28-87
F. M. Shepherd	SWar	8-12-85	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; 35 NW $\frac{1}{4}$ of SW $\frac{1}{4}$	6S	1E 80	180.00	35 157	3-30-87
F. M. Shepherd	SWar	8-12-85	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ 35	6S	1E 40	100.00	35 161	3-30-87
D. W. Craig	SWar	2-9-87	N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; 15 NE $\frac{1}{4}$ of NW $\frac{1}{4}$	9S	2E 120	240.00	35 171	4-2-87
John S. Hawkins	SWar	9-14-86	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ 1	7S	1E 40	120.00	35 176	4-6-87
John S. Hawkins	SWar	9-14-86	E $\frac{1}{2}$ of NE $\frac{1}{4}$ & 1 NW $\frac{1}{4}$ of NE $\frac{1}{4}$	7S	1E 120	360.00	35 180	4-6-87
Johann Otto	SWar	2-9-87	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ 13	7S	1E 40	100.00	35 193	4-12-87
J. B. Hoffman	SWar	1-15-87	E $\frac{1}{2}$ of NW $\frac{1}{4}$ 13	7S	1E 80	200.00	35 196	4-13-87

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record			Date of Record
				S.	T. R.	Acres	ation	Bk	
James A. Cox	SWar	4-8-87	NE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	9	9S 2E	40	80.00	35 262	5-23-87
James A. Cox	SWar	3-9-87	SE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	9	9S 2E	40	80.00	35 265	5-23-87
Marian A. McAllister	SWar	4-8-87	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub> & 13 SE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	13 8S 1E	80	240.00	35 269		5-26-87
Corodon P. Thomas Laura R. Smith; J. C. Smith;	SWar	9-2-85	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	7 6S 1E	40	100.00	35 279		6-1-87
E. J. Rowland and L. L. Rowland	SWar	5-11-87	SE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	7 7S 2E	40	133.00	35 335		7-16-87
D. W. Craig	SWar	7-13-87	SW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	15 9S 2E	40	90.00	35 378		8-27-87
Richard S. Rice	SWar	9-20-87	SW <sup>1</sup> / <sub>4</sub>	29 9S 3E	160	240.00	35 508		11-19-87

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk Pg	
William T. Clark	SWar	12-5-87	S $\frac{1}{2}$ of SW $\frac{1}{4}$	23	9S 2E	80	160.00 35 572	1-25-88
William T. Clark	SWar	12-5-87	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	9S 2E	40	92.60 35 576	1-25-88
Frank U. Hull	SWar	12-5-87	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	7	9S 2E	40	100.00 35 579	1-27-88
John Heinz	SWar	12-5-87	W $\frac{1}{2}$ of NW $\frac{1}{4}$	11	7S 1E	80	280.00 35 623	3-3-88
Silas B. Shaw	SWar	12-11-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	1	9S 3E	40	100.00 37 1	3-23-88
Abraham H. Baker	SWar	11-15-87	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	9	7S 1E	40	100.00 37 204	10-27-88
Mrs. E. A. C. Debenport	SWar	8-18-85	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	21	7S 2E	40	90.00 37 550	6-1-89
Jos. Hutsby & Edmund Hunt	SWar	4-9-86	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	9S 2E	40	100.00 37 629	7-16-89
Peter Stephens	SWar	7-28-85	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	9	9S 2E	40	79.00 44 490	1-3-91

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Mathias Lilenthal	B&S	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	27	7S	1E	80 200.00 47	71 3-18-91
Clark Barzer	B&S	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	3	9S	3W	80.89 404.45 47	103 3-28-91
C. J. Seibel	B&S	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	8S	1E	160 640.00 47	111 4-1-91
W $\frac{1}{2}$ of SW $\frac{1}{4}$ & SE $\frac{1}{4}$ of SE $\frac{1}{4}$								
Douglas Minto	B&S	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	25	9S	3E	80 200.00 47	118 4-2-91
John W. Minto	B&S	2-28-91	S $\frac{1}{2}$ of SW $\frac{1}{4}$	25	9S	3E	80 160.00 47	132 4-7-91
J. U. Miller, Assignee	B&S	2-28-91	Lot 3	17	7S	1W	20.20 101.00 47	164 4-14-91
Elmer Denny	B&S	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	8S	1E	40 171.00 47	176 4-17-91
J. E. Ray, Assignee	B&S	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	25	9S	2E	40 120.00 47	248 5-19-91

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Mahala Weatherford,								
Assignee	B&S	2-28-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	17	9S 3E	80	180.00 47 265	5-21-91
Julia A. Johns	B&S	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	9S 3E	40	72.00 47 330	6-9-91
August Zallner	SpWar	12-5-87	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ & S $\frac{1}{2}$ of NE $\frac{1}{4}$	9	9S 2E	120	270.00 47 539	1-5-92
Joseph Hutsby	B&S	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	9S 2E	40	80.00 47 605	2-9-92
James W.								
Weatherford	B&S	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	17	9S 3E	80	160.00 49 46	5-21-91
Joseph S. Pollies,								
Assignee	B&S	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	9S 2E	40	90.00 49 48	5-21-91
George I. Hendricks,								
Assignee	B&S	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	27	9S 3E	40	100.00 49 53	5-21-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of Record			
				S.	T. R.	ation	Bk		Pg		
George I. Hendricks, Assignee	B&S	2-28-91	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	27	9S	3E	40	100.00	49	56	5-25-91
John C. McCrea	B&S	2-28-91	Lot 6	31	3S	2W	51.20	345.60	49	154	9-11-91
James Connolly	B&S	1-28-91	E <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>	27	7S	1E	80	240.00	49	162	9-18-91
Mary A. Gates	B&S	2-28-91	NE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	27	9S	3E	40	100.00	49	278	10-26-91
Viola Dunagan Murray	B&S	9-30-91	NE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>	11	7S	1E	40	100.00	49	299	11-5-91
Nancy J. Johnson	B&S	2-28-91	W <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub> & 21 NE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	21	8S	1E	120	300.00	49	329	11-20-91
John M. Howell	B&S	11-16-91	Lots 11 & 12	17	9S	1E	69.19	172.97	49	342	11-20-91
O. L. Parmelee	B&S	12-21-91	NE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	27	9S	3E	40	100.00	49	448	12-30-91



Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	Acre	Bk Pg	
John J. Davenport	B&S	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	21	7S	2E	80 200.00 49	489 1-30-92
Madison A. Hoffman	B&S	2-28-91	W $\frac{1}{2}$ of SW $\frac{1}{4}$	15	8S	1E	80 240.00 49	532 3-3-92
George Leslie	SpWar	10-5-87	E $\frac{1}{2}$ of SE $\frac{1}{4}$	5	8S	1E	80 200.00 49	553 3-21-92
Santiam Lumbering Co.	QCL	3-14-92	W $\frac{1}{2}$ of NE $\frac{1}{4}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$	29	9S	3E	160 560.00 49	615 5-7-92
J. E. Sorbin	B&S	6-29-89	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	9S	3E	80 280.00 51	82 5-27-92
			Sec 27, NW $\frac{1}{4}$ of NW $\frac{1}{4}$					
J. E. Sorbin	QCL	3-14-92	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	27	9S	3E	40 140.00 51	85 5-27-92
J. E. Sorbin	QCL	3-14-92	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	27	9S	3E	40 140.00 51	89 5-27-92
Charles W. McCowan	SpWar	2-9-87	N $\frac{1}{2}$ of NW $\frac{1}{4}$	17	9S	2E	80 200.00 51	175 7-5-92

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
C. J. Seibel	SpWar	3-14-92	W $\frac{1}{2}$ of SE $\frac{1}{4}$ & 23 8S 1E 160			640.00	51	288 9-5-92
Thomas M.			E $\frac{1}{2}$ of SW $\frac{1}{4}$					
Dunagan Jr., Ass.	B&S	9-5-92	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 1 7S 1E 80			240.00	51	398 10-10-92
Colman Bennett	B&S	11-19-92	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 23 8S 1E 38			100.00	51	566 12-5-92
			"reserving a piece of land 295 feet square in the SE corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and containing two acres which was sold and conveyed by this Company to School Dist. No. 85 Aug. 17, 1876.					
Mrs. D. M. Evans	SpWar	6-29-89	Lot 1	25	7S 2W	135.00	53	2
John Quinn	Q.CL	3-14-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 1 9S 3E 40			120.00	53	91 8-8-92

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acre	ation Bk Pg	
J. W. McAfee, Assignee	B&S	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	1	9S	3E	83.60 167.20 53 299	1-31-93
Mathias Johnson	SpWar	3-14-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	7S	1E	40 114.00 53 342	2-18-93
Robert Reid	SpWar	2-26-80	N $\frac{1}{2}$ of NW $\frac{1}{4}$	27	7S	1E	80 180.00 53 346	2-18-93
D. B. Smith	B&S	11-9-92	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	27	9S	3E	40 100.00 53 370	2-25-93
D. A. Vangorder	B&S	2-24-93	W $\frac{1}{2}$ of SW $\frac{1}{4}$ & SE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	8S	1E	120 300.00 53 477	4-29-93
Thomas M. Dunagan, Jr.	B&S	2-24-93	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	7S	1E	80 240.00 53 480	5-4-93
Wm. Murray	B&S	2-28-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$	35	6S	1E	80 200.00 53 596	7-17-93

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
C. M. Beok	B&S	3-14-92	Lots 1 & 2	27	6S	3W	30.48 550.00 55	15 3-10-93
Louis V. Allen	B&S	2-28-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	15	8S	1E	80 200.00 55	111 3-29-93
A. H. Coleman & G. A. Coleman, Ass.	B&S	11-9-92	W $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of NW $\frac{1}{4}$	11	7S	1E	200 500.00 55	147 5-4-93
W. E. M. McAfee	B&S	2-28-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$	15	9S	3E	80 160.00 55	150 5-13-93
Elmer Denny	SpWar	3-14-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	8S	1E	40 152.00 55	195 6-19-93
E. S. Spencer, Ass.	B&S	5-8-93	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	27	9S	3E	40 100.00 55	302 9-5-93
Frank B. Beringer	SpWar	9-23-85	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	9S	2E	40 100.00 56	73 1-10-94

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
Adelhelm Odermott	B&S	11-14-93	E 1/2 of NE 1/4 &	13	7S 1E			
			NE 1/4 & N 1/2 of	19	7S 2E	640.18	1602.95	56 430
			NW 1/4					10-3-94
Adelhelm Odermott	B&S	11-14-93	All Sec. &	25	7S 1E			
			All Sec. 31;					
			SW 1/4 of NW 1/4 & Lots 3 & 4	19	7S 2E	1407.29	3875.55	56 427
								10-3-94
W. J. Humphreys, Assignee	B&S	8-3-91	NW 1/4 of SE 1/4	3	8S 1E	40	100.00	56 472
								11-21-94
Wm. J. Humphreys, Assignee	B&S	2-28-91	NE 1/4 of SE 1/4	3	8S 1E	40	100.00	56 476
								11-21-94
J. W. Fidler, Ass.	B&S	6-18-94	W 1/2 of SW 1/4	35	9S 3W	80	400.00	56 500
								12-15-94
James Franch	Sp War	7-28-85	W 1/2 of SE 1/4	27	7S 1E	80	200.00	56 594
								7-25-95

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of
				S.	T. R.	ation	Bk Pg	Record
E. F. Watson & A. P. Watson, Ass.	B&S	11-14-93	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	11	8S 1E	40 120.00	58 135	5-3-94
Willis M. Dunagan	B&S	4-30-94	S $\frac{1}{2}$ of SE $\frac{1}{4}$	35	6S 1E	80 240.00	58 276	8-22-94
Benedict Gottswald, Assignee	B&S	1-29-94	W $\frac{1}{2}$ of SW $\frac{1}{4}$	27	7S 1E	80 240.00	58 537	2-26-95
S. B. Ormsby	B&S	7-3-93	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	13	8S 1E	40 120.00	58 633	4-9-95
S. B. Ormsby	B&S	7-3-93	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	13	8S 1E	40 120.00	58 636	4-9-95
G. W. Epler, Ass.	B&S	5-6-95	N $\frac{1}{2}$ of NE $\frac{1}{4}$	31	9S 4E	80 200.00	62 225	6-13-95
Aldelhelm Odermott, Assignee	B&S	2-24-93	W $\frac{1}{2}$ of SE $\frac{1}{4}$	13	7S 1E	80 200.00	62 426	12-4-95
John Plueard	B&S	2-24-93	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	25	6S 1E	40 100.00	62 443	12-13-95



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Andrew Plueard	B&S	11-9-92	S $\frac{1}{2}$ of SW $\frac{1}{4}$	25	6S 1E	80	200.00 62	447 12-13-95
Eugenie Gillingham	Q.CL	3-14-92	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	13	9S 2E	40	133.00 62	617 4-27-96
Daniel H. Jory	B&S	5-11-96	Lot 3	23	8S 4W	33.34	100.00 63	376 9-5-96
C. D. Snyder, Ass.	B&S	2-24-93	S $\frac{1}{2}$ of SE $\frac{1}{4}$ & SE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	9S 2E	120	300.00 63	406 10-1-96
F. B. Berringer	B&S	7-1-95	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	9S 2E	40	100.00 63	425 10-15-96
John Moser	B&S	3-14-92	Lots 3 & 4 & W $\frac{1}{2}$ of SE $\frac{1}{4}$	33	6S 1E	89.40	382.20 63	576 4-14-97
John Schumacher	Q.CL	5-6-95	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	19	9S 3E	40	160.00 63	629 5-18-97
Frank Enz	Q.CL	11-9-92	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	31	6S 2E	40	140.00 63	632 5-21-97
Frank Enz	Q.CL	9-5-92	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	6S 2E	80	320.00 63	634 5-21-97

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	ation	Bk Pg	
George Thomas Moisan	Q.CL	2-15-97	Lots 6 & 7	9	10S 2W	49.05	66 172	3-8-97
George W. Morley	B&S	5-6-95	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	35	6S 1E	40	66 444	11-30-97
S. B. Ormsby	B&S	12-20-97	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	13	8S 1E	40	66 493	1-4-98
Thomas Kaeneka	QCL	5-11-96	W $\frac{1}{2}$ of NE $\frac{1}{4}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$	19	9S 3E	160	66 503	1-12-98
A. B. Kenworthy	B&S	11-8-97	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	31	6S 2E	40	66 520	1-15-98
August Zimmerman	SpWar	2-2-86	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 9 & SW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	9S 2E	80	66 526	1-22-98
G. L. Vinton	QCL	2-15-97	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$	13	6S 2W	20	66 532	1-24-98

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
S. M. Ormsby	QCL	1-18-98	S $\frac{1}{2}$ of NW $\frac{1}{4}$	13	8S	1E	80 320.00 68	18 2-5-98
J. D. Wirth	QCL	4-11-98	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & NW $\frac{1}{4}$ of SE $\frac{1}{4}$	11	8S	1E	80 320.00 68	117 5-27-98
Elisabeth A. Quimby	QCL	11-8-97	N $\frac{1}{2}$ of SE $\frac{1}{4}$	25	9S	2E	80 280.00 68	205 7-26-98
G. W. Watt & H. A. Thomas	QCL	6-6-98	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	35	6S	1E	40 140.00 68	212 7-27-98
G. W. Watt & H. A. Thomas	QCL	6-6-98	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	35	6S	1E	40 140.00 68	215 7-27-98
W. H. Adair	QCL	6-6-98	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	7S	1E	41.09 123-27 68	240 8-18-98
J. B. Lehman	QCL	12-12-98	W $\frac{1}{2}$ of SW $\frac{1}{4}$	13	8S	1E	80 320.00 68	530 2-11-99
S. T. Arnold, E. F. & Hattie P. Watson	QCL	12-12-98	S $\frac{1}{2}$ of SE $\frac{1}{4}$	11	8S	1E	80 320.00 68	583 2-25-99

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Mrs. E. J. Rowland	QCL	11-8-97	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	6S 1E	40	140.00 68	626 3-18-99
Sarah Jane Taylor	QCL	12-12-98	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	17	9S 3E	40	140.00 68	629 3-18-99
Nicholas Mills	QCL	11-8-97	E $\frac{1}{2}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$	29	9S 3E	160	560.00 70	186 5-3-99
John A. Shaw	QCL	4-3-99	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	29	9S 3E	40	180.00 70	226 5-24-99
Harden McCallister	QCL	10-9-99	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	7S 1E	40	160.00 70	417 12-12-99
Marie Benett	QCL	8-21-99	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	7	7S 2E	39.23	137.30 70	489 1-29-00
J. W. Hobart	B&S	3-19-00	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	35	6S 1E	40	.90.00 70	558 3-31-00
John A. Shaw	QCL	4-3-99	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	29	9S 3E	40	180.00 74	17 5-24-99
Oliver Butler	B&S	4-3-99	E $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	27	8S 1E	120	480.00 74	90 6-27-99

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
J. Y. Byron	B&S	5-1-99	N $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	9S 2E	120	240.00 74 259	1-8-00
Addie M. Eggleston	QCL	4-23-00	E $\frac{1}{2}$ of SW $\frac{1}{4}$	21	7S 2E	80	200.00 74 364	6-26-00
William Henry Udy Leonie A. Udy (his wife)	QCL	5-28-00	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	9S 3E	40	190.00 74 412	8-7-00
William Henry Udy & Leonie A. Udy	QCL	5-28-00	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	9S 3E	40	190.00 74 410	8-7-00
Edward P. Lorigan	QCL	10-29-00	SW $\frac{1}{4}$	29	7S 2E	160	480.00 74 536	12-27-00
Arnold Wink	B&S	3-14 92	N $\frac{1}{2}$ of SE $\frac{1}{4}$	25	9S 3E	80	240.00 76 14	8-2-00
Edward S. Nicholson	QCL	5-28-00	NE $\frac{1}{4}$	29	7S 2E	160	480.00 76 108	10-29-00
Charles M. Lorigan	QCL	5-28-00	NW $\frac{1}{4}$	29	7S 2E	160	720.00 76 106	10-29-00

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
W. J. Small	QCL	2-18-01	SE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	11	9S 2E	40 200.00	76 346	6-1-01
G. M. Allison	QCL	5-28-00	Lot 3	13	5S 3W	18.65 75.00	78 26	7-23-01
W. H. Brown	QCL	6-10-01	NW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	11	9S 3E	40 140.00	78 62	8-13-01
William Brinkmeyer	QCL	12-17-00	Lot 3	25	7S 1W	14.90 89.40	78 110	9-28-01
Charles G. Forster	QCL	7-29-01	All Sec.	1	8S 3E	642.08 4018.00	78 132	10-17-01
O. H. Billinger	QCL	10-21-01	SW <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>	1	7S 1E	40 140.00	78 295	1-14-02
O. H. Billinger	QCL	10-21-01	E <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>	1	7S 1E	80 280.00	78 297	1-14-01
Carl Jensen	QCL	4-8-01	NE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	21	7S 2E	40 140.00	78 315	1-28-02
Willamette Paper & Pulp Co.	QCL	5-1-02	Lot 1	13	9S 1W	36.39 181.95	78 465	6-23-02



Grantee	Instrument	Date	Description	Will. Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	Record
Hildegard Bartoz	QCL	12-17-00	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	25	9S 3E	40.00	140.00 81	143 7-7-02
John Hostetter, Ass.	B&S	12-12-98	W $\frac{1}{2}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of NW $\frac{1}{4}$	23	8S 1E	160	414.00 81	197 7-28-02
David and Mary McKillop, Ass.	B&S	10-21-01	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	35	6S 1E	40	160.00 81	274 9-3-02
Mrs. E. A. Quimby	QCL	9-8-02	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	9	9S 3E	40	120.00 81	520 2-3-03
Clarence Brown	QCL	3-14-92	N $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$	29	9S 4E	120	300.00 81	525 2-6-03
J. W. Hobart	B&S	10-6-02	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	7S 1E	80	200.00 81	611 3-6-03
John Greer	B&S	3-2-03	Lot 3	13	9S 1W	18.45	23.03 83	35 4-3-03

O. &amp; C. R. R. Co., et al.

Grantee	Instrument	Date	Description	Will Mer.			Consider- Record			Date of Record	
				S.	T.	R.	Acres	ation	Bk		Pg
Lee Brown & Sons	QCL	6-12-99	Lot 2	13	9S	1W	32.05	176.25	83	110	5-2-03
P. H. Brown	QCL	2-2-03	E $\frac{1}{2}$ of NE $\frac{1}{4}$ Lots 9 & 10	9	8S	1E	98.16	343.56	83	206	6-24-03
Joseph Peters	QCL	9-8-02	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	9S	3E	40	140.00	83	408	10-7-03
C. F. A. Huebner	SpWar	9-23-85	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	9S	2E	40	50.00	83	609	6-28-04
C. F. A. Huebner	SpWar	9-23-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	9S	2E	80	120.00	83	612	6-28-04
George A. Spencer	QCL	4-11-98	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	9S	3E	40	140.00	87	188	4-15-04
Edward S. Porter, Ass.	B&S	6-10-01	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	9	7S	1E	40	160.00	87	290	6-1-04
Joseph M. Healy	B&S	3-7-04	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 21	9S	2E		64	192.00	87	292	6-2-04

Grantee	Instrument	Date	Description	Will. Mer. S. T. R. Acres	Consider- ation Bk	Record Pg	Date of Record
and Willard P. Hawley, Ass.	B&S	3-7-04	SE $\frac{1}{4}$ & NE $\frac{1}{4}$ of SE $\frac{1}{4}$				
Willis H. Gilbert, Trustee	QCL	1-4-04	S $\frac{1}{2}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; 13 NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; All Secs. 15, 21, 23, 25, 27, E $\frac{1}{2}$ 29 N $\frac{1}{2}$ Sec. 33; N $\frac{1}{2}$ of N $\frac{1}{2}$ Sec. 35 N $\frac{1}{2}$ Sec. 11; N $\frac{1}{2}$ of SW $\frac{1}{4}$ & N $\frac{1}{2}$ of SE $\frac{1}{4}$ 23 W $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec. 27; N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ 29	8S 2E 5866.60	87	311	6-9-04
				8S 3E			

Grantee	Instrument	Date	Description	Will Mer. S. T. R.	Acres	Consider- ation	Record Bk Pg	Date of Record
Willis H. Gilbert, Trustee	QCL	1-4-04	S $\frac{1}{2}$ Sec. 27 ; All Secs. 29, 31, 33, All Secs. 3, 5, 7, 9, 15, 17, 19, 21	35 7S 3E	8030.21	48181.00	87 314	6-9-04
Willis H. Gilbert, Trustee	QCL	10-6-02	S $\frac{1}{2}$	11 8S 3E	320	3650.00	87 317	6-9-04
R. N. Scism	QCL	2-8-04	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	7 7S 2E	40	120.00	87 324	6-18-04
J. L. Calvert	B&S	5-1-02	Lot 6	5 5S 1W	15.25	281.40	87 499	10-24-04
Gustav Faber	QC	2-12-00	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	19 9S 3E	40	152.00	87 595	12-7-04

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
W. S. Mott	QC	12-14-03	N $\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$	23	9S 3E	560	2059.00	90	21 9-10-04
Herbert A. Brown	B&S	12-1-02	S $\frac{1}{2}$ of NE $\frac{1}{4}$	15	8S 1E	80	400.00	90	27 9-16-04
Paschall Paquette	B&S	9-30-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	6S 1E	40	100.00	90	356 4-28-05
L. J. Adams, Admr. Estate of John Lichty	QCL	9-19-05	E $\frac{1}{2}$ and E $\frac{1}{2}$ of '33 W $\frac{1}{2}$ ; Lot 2	33	7S 1E	509.85	1274.62	92	346 4-5-06
Lee Brown & Sons	QCL	11-8-05	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ & S $\frac{1}{2}$ of N $\frac{1}{2}$	35	8S 1E	200	800.00	92	450 5-31-06
H. Trinwith	QCL	6-6-98	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	9S 4E	40	120.00	96	154 11-3-06

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
J. E. Sorbin	Ctf	12-10-87	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	9S	3E	80	6-20-89
			Sec. 27; NW $\frac{1}{4}$ of NW $\frac{1}{4}$					
J. E. Farmer	Ctf	3-26-89	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	9S	2E	120	7-17-89
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$					
Clarence Brown	Ctf	8-12-90	N $\frac{1}{2}$ of SE $\frac{1}{4}$	29	9S	4E	120	8-13-90
			SE $\frac{1}{4}$ of NE $\frac{1}{4}$					
J. E. Ray	Ctf	9-22-90	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	25	9S	2E	40	9-23-90
Elmer Denny	Ctf	10-18-90	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	8S	1E	40	10-24-90
Elmer Denny	Ctf	10-18-90	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	8S	1E	40	10-27-90



Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation Bk	Pg	
C. J. Seibel	Ctf	1-30-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 23 8S 1E 320 W $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SE $\frac{1}{4}$ & SW $\frac{1}{4}$	23	8S 1E	1280.00 44	572	2-2-91
George Lesley	Ctf	9-1-87	E $\frac{1}{2}$ of SE $\frac{1}{4}$	5	8S 1E	200.00 47	167	4-14-91
Arnold Wink	Ctf	6-23-91	N $\frac{1}{2}$ of SE $\frac{1}{4}$	25	9S 3E	240.00 51	124	6-9-92
Jas. W. Fidler	Ctf	5-16-94	W $\frac{1}{2}$ of SW $\frac{1}{4}$	35	9S 3W	400.00 58	335	10-5-94
E. S. Brooks	QCD	11-9-96	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	34S 4W	100.00 32	485	
Albert C. Hopkins	QCD	12-20-97	NE $\frac{1}{4}$ & S $\frac{1}{2}$ Sec. 25, NE $\frac{1}{4}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$	27	39S 4E	6300.00 34	42	
				33	39S 5E			

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
James Carr	QCD	12-26-99	Lot 3	29	37S 1W	5.50	220.00 38	27
The Collie Dog Mining & Milling Co.	QCD	4-23-00	W $\frac{1}{2}$ of NE $\frac{1}{4}$	7	33S 1E	80	200.00 38	40
	QCD	5-28-00	Lots 1 & 4	33	36S 3W	64.62	161.55 38	42
G. S. Butler	QCD	2-12-00	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	31	38S 3E	123-37	534.43 38	93
			N $\frac{1}{2}$ of NW $\frac{1}{4}$	1	39S 2E			
L. A. Lewis	QCD	12-26-01	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$	5	34S 4W	123.77	293.95 38	90

A. L. Mills, Trustee  
for himself  
L. A. Lewis, Geo.  
Sorenson &

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record	
				S.	T. R.	Acres	ation Bk Pg		
J. D. Wilcox	QCD	3-11-02	Lots 1, 2, 3, 4	40S	1E	7550.37	1.00 38 100		
			Sec. 7, Lots 1,						
			2, 3, 4, Sec. 19,						
			Lots 1, 2, 3, 4						
			Sec. 31, Tp. 18, S						
			R 2 E, S $\frac{1}{2}$ of SW $\frac{1}{4}$						
			Sec. 15 Tp 37, S						
			R 4 E, N $\frac{1}{2}$ of SE $\frac{1}{4}$ of						
			NW $\frac{1}{4}$ & SW $\frac{1}{4}$ of SE $\frac{1}{4}$						
			of NW $\frac{1}{4}$ & SW $\frac{1}{4}$ of NW $\frac{1}{4}$						
& S $\frac{1}{2}$ & Lots 1 & 2									
Sec. 27, Lot 2 & S $\frac{1}{2}$									
of NE $\frac{1}{4}$ , & NW $\frac{1}{4}$ & S $\frac{1}{2}$									
Sec. 29, All Sec. 31,									
All Sec. 33, W $\frac{1}{2}$ Sec.									

Grantee	Instrument	Date	Description	Will Mer. S. T. R.	Acres	Consider- ation	Record Bk Pg	Date of Record
Charles R. Ray		5-1-02	35, Tp 39 R 1 E, NE $\frac{1}{4}$ & W $\frac{1}{2}$ Sec. 11, All Sec. 5, All Sec. 7, All Sec. 9, All Sec. 15, All Sec. 17.	13 36S 3W	21.16	75.00	38 107	
			Lot 1					
			NE $\frac{1}{4}$ of NW $\frac{1}{4}$	23 39S 2E	40	120.00	38 116	
			Rt of Way 50 ft wide across	15 36S 1E	5.75	7.25	38 135	
H. W. Jackson & I. L. Hamilton	QCD	5-9-04	Sec. 9 to Line Bet. NW $\frac{1}{4}$ & SW $\frac{1}{4}$ of NE $\frac{1}{4}$	35 33S 1W	40	250.00	38 177	
			SE $\frac{1}{4}$ of SW $\frac{1}{4}$					

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
H. W. Jackson & I. L. Hamilton	QCD	5-9-04	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	33S 1W	40 500.00	38	178
Ashland Mfg. Co.	QCD	12-14-03	W $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$ & SW $\frac{1}{4}$ (And other lands)	7	40S 2E	262.88 657.20	38	185
Big Bend Milling Co.	QCD	2-9-06	(NW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	34S 1E	31610.00 5921.89	56	382
John A. Lewman	QCD	12-14-03	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	7	38S 4W	40.00 120.00	38	206

Transfers on pages 7 and 8, for which no dates of record are given, are not recorded in Marion County; but the same transfers appear in the Jackson County List, with dates of record shown.

A. W. REES.

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
Mathias Bauer	Special	2-1-81	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of 3	6S	1W	19.45	26 269	2-9-81
	Warranty		NW $\frac{1}{4}$					
Adelhelm	Bargain							
Odermott	Sale	11-14-93	E $\frac{1}{2}$ of NE $\frac{1}{4}$	13	7S 1E	641.18	56 430	10-3-94
			S $\frac{1}{2}$ Sec. 17;					
			NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$	19	7S 2E			
Dewitt C. Remington	Cont	2-22-71	S $\frac{1}{2}$ of NW $\frac{1}{4}$					
			N $\frac{1}{2}$ of SW $\frac{1}{4}$	3	7S 1E	160	14 242	2-7-72
Johann F. B. Jaeger	Cont	5-12-76	Lot No. 6	31	3S 2W	51.02	21 31	5-16-76
Clark Barzee	Cont	11-11-78	E $\frac{1}{2}$ of NE $\frac{1}{4}$	3	9S 3W	80.89	24 245	9-16-79
Joseph Peters	Cont	5-15-90	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	9S 3E	40	51 490	11-5-92
Jane Peters	Cont	11-6-90	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	23	9S 3E	40	51 493	11-5-92



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Ancil B. Kenworthy	Cont	12-2-82	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	31	6S 2E	40	100.00	51 594 12-9-92
John Steninger	Cont	4-2-92	W $\frac{1}{2}$ of NW $\frac{1}{4}$	33	7S 2E	80	260.00	62 147 6-18-95
Samuel Pitney	Cont	5-27-99	Lot 3	33	7S 1E	29.75	104.12	92 477 6-13-06

State of Oregon )  
County of Marion )ss.

I hereby certify that the foregoing nine sheets correctly show the Record Book and Page, and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 21, 1912.

A. EUGENE AUFRANC,

County Recorder of Marion County, Oregon.

(Seal.)

By W. R. CLARKE, Deputy.



**LINCOLN COUNTY, OREGON.**

Clerk's Office  
Lincoln County  
R. H. Howell, Clerk  
Toledo, Oregon.

August 21, 1912.

A. W. Rees, Esq.,  
Land Commissioner, O. & C. R. R.  
Portland, Oregon.

Dear Sir:—I enclose herewith Sheet for this County: You will notice I have made a note as to the name of "Timm" this is the proper name, and is indexed under that name; although the deed is recorded as Finn: the subsequent deeds, however, passes as Timm, and after his death all the heirs at law signs as "Timm": This matter may not be material, but prefer to mention same.

I go to Corvallis on the 1:30 train this afternoon and arrive there some time this evening.

Very truly yours,

W. J. WALL.

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Lincoln County, Oregon, prior to November 15, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

*O. & C. R. R. Co., et al.*

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R				
Z. H. Davis	B&S	11-15-87	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	17	12S 8W	40	80.00	G	257 1-4-88
Oscar Tom	B&S	2-28-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	1	14S 9W	40	80.00	M	159 5-30-91
Robert L. Feagle	B&S	2-28-91	E $\frac{1}{2}$ of SE $\frac{1}{4}$	7	12S 8W	200	400.00	M	170 6-5-91
			E $\frac{1}{2}$ of SE $\frac{1}{4}$	19	12S 8W				
			SE $\frac{1}{4}$ of NE $\frac{1}{4}$						
B. S. Hoover	SpW	7-28-85	Lot 1	1	14S 9W	39.77	59.65	M	241 8-17-91
J. Hartwell Skinner, Assignee of									
Lydia L. January	B&S	8-3-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$	23	12S 8W	80	200.00	M	384 11-9-91

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk	Record
					Acres		Pg	
Jonathan January	B&S	2-28-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ & NE $\frac{1}{4}$	23	12S 8W	400.00	N 60	3-21-92
Robert B. Trenholm	B&S	2-28-91	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	1	14S 9W	160.00	1 137	7-31-93
Franklin Chambers, Assignee of Connor & Crosno	B&S	2-28-91	SW $\frac{1}{4}$	7	12S 8W	160.24 320.48	3 289	12-18-95
F. Chambers, Assignee of Jackson Chambers	B&S	9-30-91	W $\frac{1}{2}$ of SE $\frac{1}{4}$	7	12S 8W	160.00	3 292	12-18-95
Sol King, Assignee of Lorenzo W. Mulvaney	B&S	10-15-94	SE $\frac{1}{4}$	15	12S 8W	320.00	4 333	1-6-98





State of Oregon       )  
County of Lincoln    )ss.

I hereby certify that the foregoing sheet correctly shows the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 21, 1912.

R. H. HOWELL,

County Recorder of Lincoln County, Oregon.

(Seal.)



**BENTON COUNTY, OREGON.**

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Benton County, Oregon, prior to February 15, 1907, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of	
				S.	T.	R	Acres	ation	Bk Pg Record
F. A. Chenoweth	Ctf	2-1-82	E $\frac{1}{2}$ of NE $\frac{1}{4}$	13	10S	6W	154.78	309.56	N 628 2-2-82
			Lot 1 & 2						
J. B. Lee & Thomas Graham	Ctf	8-1-89	N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ;	17	14S	8W	600	690.00	28 167 6-19-90
			NE $\frac{1}{4}$ of SE $\frac{1}{4}$ , S $\frac{1}{2}$ of SE $\frac{1}{4}$						
C. H. Hull	Ctf	5-15-88	S $\frac{1}{2}$ of SE $\frac{1}{4}$	13	14S	8W	124.68	187.02	28 206 7-23-90
			Lots 1 & 2						

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	Acres	Bk Pg	
Annie E. Laws	Ctf	4-28-88	All	11	15S	6W 640	640.00 28	319 9-17-90
J. B. Lee & Thomas Graham	Deed	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; N $\frac{1}{2}$	17	14S	8W 600	690.00 28	618 3-27-91
Alexander Strow	Deed	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ E $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	14S	8W 160	160.00 29	25 4-16-91
John G. Seifert	Deed	2-28-91	N $\frac{1}{2}$ of SW $\frac{1}{4}$ S $\frac{1}{2}$ of NE $\frac{1}{4}$ & SE $\frac{1}{4}$	7	10S	6W 325.28	437.92 29	61 5-13-91
John G. Seifert	Deed	2-28-91	S $\frac{1}{2}$ of SW $\frac{1}{4}$	7	10S	6W 85.63	256.89 29	64 5-13-91
John G. Seifert	Deed	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lot 2	17	10S	6W 52.24	78.36 29	67 5-13-91

Grantee	Instrument	Date	Description	Will. Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Isaac Heath	Deed	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$ Lots 1 & 2	13	14S 8W	124.68	187.02 29	81 5-23-91
Arthur W. Hawley	Deed	2-28-91	Lot 2	21	14S 6W	34.75	86.87 29	148 6-18-91
Annie E. Laws	Deed	2-28-91	All	11	15S 6W	640	640.00 29	283 7-22-91
Wm. Talley	Deed	2-28-91	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Lot 2	33	14S 6W	55.70	167.10 30	505 6-17-92
Wm. Talley	Deed	2-28-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Lot 1	33	14S 6W	55.70	167.10 30	508 6-17-92
Wm. Talley	Deed	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	33	14S 6W	40	120.00 30	511 6-17-92
George Spaght	Deed	9-30-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	35	13S 6W	80	200.00 32	64 10-29-92



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Alice C. Ryder	Deed	8-3-91	Lot 1	31	13S 7W	16.76	58.66 32	153 12-27-92
W. E. Doty	Deed	12-5-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	10S 6W	44.93	89.86 32	224 3-2-93
Charlotte Taylor	Deed	2-28-91	Lot 5	3	14S 8W	33.25	49.88 32	494 10-13-93
W. W. Ryder	Deed	6-18-94	S $\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of SW $\frac{1}{4}$	31	13S 7W	119.50	165.40 34	122 9-11-94
Ranson Oakes	Deed	1-29-94	SW $\frac{1}{4}$	3	14S 6W	160	320.00 32	488 10-22-95
L. H. Hawley	Deed	7-3-93	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$ Lot 1, SW $\frac{1}{4}$ , N $\frac{1}{2}$	15	14S 6W	624.38	1560.95 35	271 3-31-96

Grantee	Instrument	Date	Description	Will. Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation	Bk Pg	
Livima Rogers	Deed	5-11-96	S $\frac{1}{2}$ of NE $\frac{1}{4}$	27	13S 6W 160	320.00	35 403	7-18-96
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$					
			NE $\frac{1}{4}$ of SE $\frac{1}{4}$					
Mrs. Sylvia J. Nichols	Deed	5-11-96	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	15S 6W 40	100.00	35 509	9-5-96
I. Durbin	Ctf	2-3-96	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	13S 7W 40	114.00	35 553	10-23-96
			(All right, title (and interest.					
Willamette Pulp & Paper Co.	Deed	4-8-01	Lot 4	31	14S 4W 44.58	445.80	40 390	2-6-02
Daniel E. Peggs	Deed	11-16-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	13S 6W 40	80.00	36 614	9-24-98
D. E. Peggs	Deed	11-9-92	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	13S 6W 40	100.00	36 616	9-24-98

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Elizabeth J. Headrick	Deed	12-12-98	Lot 5 (All (right, title (and interest.	7	14S 7W	39.78	113-50 38 257	7-27-99
Charles W. Laurens	Deed	2-24-93	W $\frac{1}{2}$ of SW $\frac{1}{4}$	25	10S 5W	80	240.00 38 348	12-5-99
Gustav Brook	Deed	11-5-95	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	13S 6W	40	100.00 38 333	11-20-99
Wm. J. Howel	Deed	11-14-93	Lots 1 & 2	5	14S 7W	31.39	62.78 38 452	4-21-00
Willis Vidito	Deed	5-28-00	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	14S 8W	40	180.00 38 495	7-5-00
J. & M. Hayden	Deed	7-29-01	E $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	13S 7W	120	420.00 40 267	10-11-01
M. W. Ruble	Deed	4-8-01	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	14S 7W	40	140.00 40 450	3-18-02

Grantee	Instrument	Date	Description	Will Mer. S. T. R.	Acres	Consider- ation	Record Bk	Pg	Date of Record
M. W. Ruble	Deed	4-8-01	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	5 14S 7W	39.77	139.20	40	451	3-18-01
John H. Stauturf	Deed	12-16-95	Lot 1	3 14S 6W	42	108.20	42	68	9-25-02
Lavina S. Childs	Deed	11-3-02	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	1 14S 8W	39.75	119.25	42	218	2-4-03
Walter S. Humphrey	Deed	12-14-03	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27 13S 6W	40	160.00	42	631	3-11-04
J. H. Dorsey	Deed	6-6-05	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	1 14S 8W	39.87	119.61	42	106	3-27-06
Jeremiah Cries & Stark	QCD	6-22-76	W $\frac{1}{2}$ of NE $\frac{1}{4}$ & NW $\frac{1}{4}$	3 14S 5W	243.18		M	299	1-30-78

Note: Deed recites lands are  
part of grantee's D. L. C. and  
request of commissioner G. L. O.  
to deed.

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
Joseph Gragg	QC	3-14-92	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	35	13S 6W	200.00	30 498	6-13-92
Guy A. Seeley	QC	12-5-92	N $\frac{1}{2}$ of NE $\frac{1}{4}$	5	14S 7W	261.30	36 110	6-7-97
Willamette Pulp & Paper Co.	QC	2-15-97	Lot 1	7	12S 4W	16.00	36 186	9-8-97
John A. Buchanan	QC	7-26-97	Lot 1	5	13S 5W	159.48	36 219	10-6-97
Elvin Witham	QC	4-8-01	Lot 8	29	11S 5W	110.47	40 141	6-1-01
G. H. Woodbury	QC	4-8-01	NE $\frac{1}{4}$	5	15S 6W	403.77	40 156	6-19-01
James Spencer	QC	12-17-00	S $\frac{1}{2}$ of SW $\frac{1}{4}$	21	13S 7W	280.00	40 169	6-22-01
Ida Miller	QC	12-1-02	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	19	14S 6W	121.74	46 362	11-20-06

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	Bk Pg	
Daisy Starr Peterson	QC	6-8-83	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	13S	6W	40 200.00 46	429 1-3-07
Geo. H. Woodbury	QC	11-8-97	NE $\frac{1}{4}$	9	15S	6W	160 400.00 36	374 2-15-98
C. B. Starr	QC	10-3-98	Lots 1 & 2	29	14S	5W	4.99 9.50 38	71 2-23-99
John Smith	QC	11-27-99	Lot 4	25	12S	5W	13.37 63.51 38	379 1-30-00
Geo. Spaght	QC	2-15-97	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	35	13S	6W	40 120.00 38	450 4-17-00
Annie Bengen	QC	12-12-98	N $\frac{1}{2}$ of NE $\frac{1}{4}$	17	13S	6W	80 240.00 40	420 2-26-02
Samuel H. Moore	QC	3-3-02	W $\frac{1}{2}$ of NW $\frac{1}{4}$	33	10S	5W	80 300.00 40	614 7-1-02
Samuel H. Moore	QC	3-3-02	S $\frac{1}{2}$ of SE $\frac{1}{4}$	29	10S	5W	80 200.00 42	617 7-1-02
H. Hirshberg	QC	1-13-02	S $\frac{1}{2}$ of SW $\frac{1}{4}$ & SW $\frac{1}{4}$	1 13S	7W	240 798.00 42	13 7-26-02	



Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	Acres	Bk Pg	
H. Hirshberg	QC	1-13-02	N <sup>1</sup> / <sub>2</sub>	1	13S 7W	385	1280.13 42 15	7-26-02
Ralph R. Whitehead	QC	7-7-02	SE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	29	13S 7W	40	120.00 42 170	12-16-02
G. A. Peterson	QC	7-7-02	NW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	23	13S 6W	40	200.00 42 181	12-20-02
Edward Ryder	QC	4-11-98	Lot 5	29	13S 7W	18	54.00 42 255	3-25-03
Isaac Durbin	QC	5-11-96	SW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	29	13S 7W	40	114.00 42 258	3-26-03
John B. Erickson	QC	2-2-03	SE <sup>1</sup> / <sub>4</sub>	19	10S 5W	160	480.00 42 289	4-21-03
John B. Erickson	QC	2-2-03	W <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub> ; NW <sup>1</sup> / <sub>4</sub>	29	10S 5W	280	840.00 42 291	4-21-03
Samuel H. Moore	QC	6-8-03	SE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	33	10S 5W	40	120.00 42 422	8-17-03

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
T. C. Baker	QC	4-4-04	W $\frac{1}{2}$ of SW $\frac{1}{4}$	33	10S 5W	80.88	242.64	44	137 8-19-04
E. M. Kimball	LWD	12-7-05	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	13S 8W	40	140.00	46	125 4-28-06
Reuben C. Keyer	LWD	9-15-85	Lots 4 & 5	1	14S 6W	20	108.78	T 374	3-22-86
H. B. Nichols	LWD	4-9-86	N $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	15S 6W	120	( 24.00 (216.00	V 75	11-9-86
Hiram H. Starr	LWD	9-2-85	Lot 1	9	14S 8W	31	46.50	V 79	11-11-86
H. B. Nichols	LWD	9-14-86	Lots 1, 2, 3, 4 Lot 1	35	14S 6W	190.01	( 40.02 (340.00	V 111	12-14-86
James H. Russell	LWD	3-5-86	W $\frac{1}{2}$ of NW $\frac{1}{4}$ Lot 6	29	13S 7W	103.89	( 76.56 ( 79.27	V 318	6-7-87

Grantee	Instrument	Date	Description	Will Mer.			Consider- Record			Date of Record	
				S.	T.	R.	Acres	ation	Bk		Pg
Richard J. Grant	LWD	8-22-87	Lot 2, 3, 4	9	10S	6W	68.39	( 68.43 ( 68.35	V	470	10-12-87
Mrs. Agnes C. Horton	LWD	9-2-85	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	15S	6W	39.81	( 8.52 ( 71.10	V	623	1-19-88
W. R. Calloway	LWD	11-15-87	Lot 2	31	10S	4W	4.66	35.42	V	637	2-1-88
Wm. W. Ryder	LWD	12-5-87	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	13S	7W	40	50.00	X	20	2-29-88
W. W. Lynch	LWD	1-15-87	Lot 5	11	10S	6W	13.92	27.85	X	303	11-8-88
Thomas Warfield	LWD	9-2-85	Lots 8 & 9	7	14S	7W	69.73	125.00	29	84	5-25-91
George Houck	LWD	10-21-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$	17	15S	5W		214.68			
			NW $\frac{1}{4}$ of N $\frac{1}{2}$ of SW $\frac{1}{4}$	7	15S	5W	328.51	214.60	42	105	10-29-02

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
George W. Houck	LWD	10-21-85	E $\frac{1}{2}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$	7	15S 5W	120.00	42	108 10-29-02
William Taylor Joseph C. &	LWD	4-8-87	Lot 5	9	14S 8W	24.34 ( 10.89 ( 25.62	44	330 2-13-05
Peter Polly	LWD	5-24-79	Lots 2, 3, 4	9	14S 8W	102.56	M	547 6-16-79
Thomas J. Dennis	LWD	5-24-79	Lots 6, 7, 8	9	14S 8W	91.30	M	567 7-25-79
Charlotte Taylor	LWD	5-24-79	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Lot 4	3	14S 8W	63.60	M	570 7-25-79
John A. Bounds	LWD	5-24-79	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 'SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Lot 1, 2, 3, 4, 5	1	15S 6W	163.20	M	630 10-27-79

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R. Acres	ation Bk	Pg	
Wm. C. Cavel	Cont	6-27-98	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	15S 6W 40	120.00 1 Msc	220	8-21-06
Ole B. Reed	Cont	2-14-00	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	13S 7W 40	120.00 40	33	1-24-01
Wm. S. Chastain	Cont	2-26-95	W $\frac{1}{2}$ of SW $\frac{1}{4}$					
			S $\frac{1}{2}$ of NW $\frac{1}{4}$	7	14S 8W 156.15	390.38 34	440	8-26-95

State of Oregon )  
County of Benton ) ss.

I hereby certify that the foregoing 3 sheets correctly show the record book and page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 22, 1912.

S. N. WARFIELD,

(Seal.)

County Recorder of Benton County, Oregon.





**LINN COUNTY, OREGON.**

List of deeds, contracts, and other conveyances covering Oregon and California Railroad Company's granted lands, which were recorded in the County Records of Linn County, Oregon, prior to November 1, 1906, being in completion of sales made by, or in behalf of, Oregon and California Railroad Company but not including trust deeds, blanket deeds, mortgages and leases executed by said Company.

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R	Acres	ation Bk Pg	
Eli M. Michaels	B&S	11-20-74	Lots 1, 2, 3 & 4	23	14S 3W	68.55	218.56 2 26	11-16-75
James Conaway	B&S	11-26-74	Lot 1	29	14S 1W	19	47.50 P 537	10-7-75
Selden S. Warner	B&S	11-26-74	Lot 3	15	15S 3W	19.82	89.19 P 270	5-27-75
Henry Coleman	B&S	9-9-75	Lots 1, 2 & 3	7	15S 2W	72.42	50.45 P 551	10-9-75
Selden S. Warner	B&S	9-9-75	Lot 2	15	15S 3W	29.73	133.80 2 75	1-19-76

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Josephine Curl	B&S	9-9-75	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	11S 1W	80	99.00 2	302 3-6-76
Samuel D. Holt	B&S	9-9-75	Lots 1, 6 & 7	3	16S 3W	60.82	218.96 V	566 6-1-80
Geo. M. Clark	B&S	9-9-75	Lots 4, 5 & 6	19	11S 1E	46.18	83.13 P	574 10-18-75
Wm. McHargue	B&S	9-9-75	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Lots 2, 3, 4, 5, 6 & 7.	31	13S 2W	162.71	366.10 P	487 11-1-75
Joseph Bilyeu	B&S	2-16-76	Lot 6	15	10S 2W	10	36.00 2	386 4-11-76
Noah Shanks	B&S	2-16-76	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	3	15S 1W	40.91	81.82 2	518 6-7-76
John W. Conaway	B&S	2-16-76	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	3	15S 1W	41.14	82.28 2	519 6-7-76

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T.	R.	Acres	Record
John Bilyeu	B&S	8-17-76	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	17	10S	1E	40	72.00 2 601 8-30-76
H. Bryant	B&S	8-17-76	Lots 1, 2 & 3	5	10S	1E	39.40	75.42 2 808 1-1-77
Robt. Carey	WD	5-24-79	Lot 1	23	10S	2W	39.20	98.00 T 721 6-30-79
B. F. Munkers	WD	5-24-79	Lots 1 & 2	15	10S	2W	8.64	38.83 V 130 10-27-79
Thos. C. Sloper	WD	5-24-79	Lot 2	21	9S	2E	24	72.00 V 156 11-5-79
Anthony Weddle	WD	5-24-79	Lots 4 & 5 Lots 1 & 6	35	9S	1E	108.79	217.58 V 361 1-31-80
M. Barrigan	WD	5-24-79	N $\frac{1}{2}$ of NE $\frac{1}{4}$	3	15S	1E	81.40	162.80 V 567 6-9-80
Wm. E. Arnold	WD	5-24-79	E $\frac{1}{2}$ of NW $\frac{1}{4}$	23	10S	1W	80	160.00 Y 621 12-22-82

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
David & Jas. W. McDowell	WD	5-24-79	E $\frac{1}{2}$ of NE $\frac{1}{4}$	31	14S 1E	80 200.00	27 6	1-11-83
Wm. B. Blain (Heirs of)	WD	5-24-79	Lots 4 & 5	19	14S 2W	43.15 107.87	27 613	6-11-84
Samuel Heigley	WD	5-24-79	N $\frac{1}{2}$ of SW $\frac{1}{4}$	21	9S 1E	80 160.00	29 447	11-27-85
James C. Calloway	WD	2-26-80	N $\frac{1}{2}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ;	27	13S 2W	360 660.00	W 43	10-1-80
Wm. Fields	WD	2-26-80	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	14S 1E	40 160.00	31 272	11-4-86
Selden Warner	WD	2-26-80	Lots 2 & 3	17	15S 2W	39.11 88.00	46 597	9-26-93
Washington Adams	WD	5-27-80	W $\frac{1}{2}$ of SW $\frac{1}{4}$ & Lots 3 & 4	5	16S 1W	150.19 375.47	27 281	7-10-83

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
George S. Miller	WD	2-1-81	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	33	14S	1W	40 81.00 W	216 2-9-81
Chas. W. Richardson	WD	2-1-81	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	15	10S	1E	40 60.00 W	219 2-9-81
Joseph L. Miller	WD	2-1-81	N $\frac{1}{2}$ of NE $\frac{1}{4}$	23	11S	1W	80 100.00 W	222 2-9-81
Frank Blair	B&S	1-19-78	N $\frac{1}{2}$ of NW $\frac{1}{4}$	3	15S	1E	79.80 200.00 W	665 9-23-81
George S. Miller	B&S	1-19-78	W $\frac{1}{2}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$	33	14S	1W	160 360.00	27 272 7-3-83
William Baker	B&S	1-19-78	Lot 5	13	9S	1W	39.50 59.25	44 172 3-15-92
John Marshall	B&S	1-19-78	N $\frac{1}{2}$ of SE $\frac{1}{4}$	23	11S	1W	80 90.00 R	566 2-9-78
Joseph Stewart	B&S	1-19-78	N $\frac{1}{2}$ of NE $\frac{1}{4}$	21	15S	1W	80 180.00 R	592 2-18-78



Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
Lyman W. Pomeroy	B&S	1-19-78	S $\frac{1}{2}$ of SE $\frac{1}{4}$	25	10S 2W	80	200.00 R 699	3-26-78
Wm. R. Kirk	QC	12-16-72	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	14S 3W	40	108.00 M 12	7-16-73
James Pearl	QC	12-16-72	Lot 8	23	14S 3W	3.69	33.61 N 36	5-6-74
United States	QC	12-15-84	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	14S 1E	—	1.00 29 576	4-14-86
Robt. Warner	B&S	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	33	9S 3E	80	200.00 39 637	3-31-91
Wm. Burge	B&S	2-28-91	E $\frac{1}{2}$ of NE $\frac{1}{4}$	31	9S 2E	80	200.00 42 16	4-3-91
Jane Jamieson	B&S	2-28-91	W $\frac{1}{2}$ of NE $\frac{1}{4}$	31	9S 2E	80	200.00 42 13	4-3-91
Chas. E. Clark	B&S	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	11S 1E	80	160.00 42 30	4-6-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
James Clark	B&S	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	21	11S 1E	40	80.00 42	36 4-6-91
John A. Robnett	B&S	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	33	14S 1W	40	140.00 42	42 4-7-91
John Calway Mayo	B&S	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	9S 3E	43.51	130.53 42	45 4-8-91
William Coy	B&S	2-28-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	3	10S 2E	40	1.00 42	67 4-17-91
Adam Wunder	B&S	2-28-91	Lot 1	31	9S 1E	23.35	58.37 42	83 4-24-91
Robt. Glass	B&S	2-28-91	Lots 2 & 3	13	14S 2W	65.07	130.14 42	93 4-29-91
Esther Shepherd	B&S	2-28-91	N $\frac{1}{2}$ of NE $\frac{1}{4}$	31	9S 3E	80	200.00 42	100 5-1-91
James T. Nave	B&S	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	31	11S 1E	117.19	175.78 42	130 5-13-91
			Lots 1 & 2					

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
Henry F. Bodeker	B&S	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	33	9S 2E	80 160.00	42 210	6-1-91
J. R. Geddes	B&S	2-28-91	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	9S 3E	40 100.00	42 232	6-9-91
John S. Thomas	B&S	2-28-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	10S 2E	43.09 64.63	42 313	7-18-91
J. M. Dorrance	B&S	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	19	9S 2E	40 140.00	42 363	2-21-91
Santiam Lumber- ing Co.	B&S	2-28-91	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	9S 3E	40 100.00	42 408	9-23-91
Jas. Warner & Robt. Warner	B&S	2-28-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	9S 3E	40 100.00	42 460	10-19-91
Spruce Hall & Beach Hall	B&S	2-28-91	E $\frac{1}{2}$ of SW $\frac{1}{4}$	13	10S 1W	80 170.00	42 498	11-5-91

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk Pg	
David Myers	B&S	2-28-91	W $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	17	10S 1E	240.00	42 514	11-13-91
George H. Jones	B&S	2-28-91	W $\frac{1}{2}$ of SE $\frac{1}{4}$	19	9S 2E	120.00	42 539	11-24-91
Joseph L. Turnidge	B&S	2-28-91	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$	33	9S 3E	240.00	44 150	3-9-92
Joseph L. Turnidge	B&S	2-28-91	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	9S 3E	120.00	44 153	3-9-92
A. R. McDonald	B&S	2-28-91	S $\frac{1}{2}$ of NW $\frac{1}{4}$	25	10S 1W	160.00	44 176	3-16-92
A. R. McDonald	B&S	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	25	10S 1W	160.00	44 180	3-16-92
Haman T. Thomas	B&S	2-28-91	SE $\frac{1}{4}$ & Lots 3 & 4	1	10S 1E	223.05	44 324	5-17-92

Grantee	Instrument	Date	Description	Will Mer.		Consideration	Record Bk	Pg	Date of Record
				S.	T. R.				
Joseph E. Turnidge	B&S	2-28-91	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	11S 1W	40	60.00	44 542	9-22-92
Mary Flatman	B&S	2-28-91	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S 1E	40	100.00	46 301	4-11-93
Mary Flatman	B&S	2-28-91	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	11	10S 1E	80	240.00	46 304	4-11-93
J. W. Drury	B&S	2-28-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	31	9S 3E	40	100.00	46 331	4-22-93
L. Wallace	B&S	2-28-91	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lots 1, 2 & 3	19	11S 1E	135.21	202.81	49 268	1-28-95
Wm. Cyrus	B&S	2-28-91	Lot 1	31	10S 1E	33.57	83.92	50 413	2-24-96
Milton Washburn	B&S	2-28-91	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	14S 1W	40	68.00	57 617	5-17-97

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Joel Vail	B&S	2-28-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	23	12S 1E	200.00	63	246 1-4-99
Wm. T. Pierce	B&S	2-28-91	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	33	14S 2W	100.00	63	249 8-15-99
Joseph Leeper	B&S	2-28-91	S $\frac{1}{2}$ of SE $\frac{1}{4}$	23	10S 1W	160.00	63	254 6-24-01
P. F. Madden	B&S	8-3-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$	31	9S 4E	183.40	44	57 2-4-92
Peter Chance	B&S	8-3-91	Lots 2 & 3	29	14S 1W	70.28	44	80 2-15-92
Newman Goodman,								
Joseph Goodman								
& Maurice Goodman	B&S	8-3-91	E $\frac{1}{2}$ of SE $\frac{1}{4}$	25	11S 1W	180.00	46	266 3-28-93
			SW $\frac{1}{4}$ of SE $\frac{1}{4}$					
Lot S. Harris	B&S	8-3-91	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	10S 1W	80.00	49	299 2-28-95

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of	
				S.	T. R.	Acres	ation	Bk	Pg Record
Kate S. Robertson	B&S	9-30-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	35	9S	3E	40	100.00	44 1 1-6-92
Sanford Cochran	B&S	9-30-91	Lot 4	29	14S	1W	8.58	25.74	48 300 3-17-94
Spruce Hall & Beach Hall	B&S	11-16-91	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	13	10S	1W	40	80.00	44 24 1-15-92
J. S. Thomas	B&S	11-16-91	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	7	10S	2E	40	60.00	44 107 2-24-92
James M. Knight	B&S	12-21-91	N $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$ & Lot 1	17	15S	2W	157.52	334.42	44 87 2-18-92
W. W. Martin	B&S	3-14-92	N $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	9S	3E	120	270.00	44 197 3-24-92



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
Hubbard Bryant	B&S	3-14-92	N $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	10S 2W	240.00	44 216	4-2-92
L. F. Thomas	B&S	4-18-92	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	7	10S 2E	60.00	44 328	5-17-92
Sarah M. Smelser	B&S	4-18-92	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	10S 1W	80.00	44 524	9-14-92
Chas. T. Craft	B&S	4-18-92	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	11S 1E	77.72	49 358	4-18-95
John Y. Crocker	B&S	9-5-92	S $\frac{1}{2}$ of NW $\frac{1}{4}$	19	10S 1E	160.00	63 252	5-15-00
J. J. DuBruille	B&S	9-5-92	N $\frac{1}{2}$ of NW $\frac{1}{4}$	3	10S 3E	160.00	44 570	10-7-92
Elijah Goin	B&S	9-5-92	Lot 3	7	10S 2W	118.80	46 166	2-8-93
Geo. A. Spencer	B&S	11-9-92	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	27	9S 3E	100.00	63 257	8-27-03

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
R. E. Thomas	B&S	12-5-92	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	7	10S	2E	40 60.00 49	147 11-17-94
E. D. & H. B. Moyer	B&S	5-8-93	S $\frac{1}{2}$ of SE $\frac{1}{4}$	31	14S	1E	243.79 633.85 46	408 5-29-93
			N $\frac{1}{2}$ of N $\frac{1}{2}$	5	15S	1E		
John C. Morgan	B&S	5-8-93	E $\frac{1}{2}$ of SW $\frac{1}{4}$	5	15S	1W	120 300.00 46	511 8-15-93
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$					
George B. Hartmus	B&S	5-8-93	N $\frac{1}{2}$ of NW $\frac{1}{4}$	31	9S	2E	82.57 313.77 48	114 11-29-93
G. S. & D. E. Stayton	B&S	5-8-93	S $\frac{1}{2}$ of SW $\frac{1}{4}$	5	10S	2E	120 240.00 48	425 6-23-94
			SW $\frac{1}{4}$ of SE $\frac{1}{4}$					
J. Hutchins	B&S	7-3-93	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	5	10S	2E	80 160.00 46	547 9-6-93
			NE $\frac{1}{4}$ of SW $\frac{1}{4}$					

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
Robt. Dixon	B&S	7-3-93	N $\frac{1}{2}$ of SE $\frac{1}{4}$ & NE $\frac{1}{4}$	33	9S 2E	240	46 567	9-13-93
L. E. Blain & S. E. Young	B&S	1-29-94	S $\frac{1}{2}$	9	12S 1E	320	48 256	2-10-94
Conrad Muller	B&S	1-29-94	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	9S 3E	40	100.00 49 78	10-17-94
Henry Lyons	B&S	1-29-94	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Lots 5 & 6	13	9S 1E	111.65	334.95 57 43	4-16-96
L. E. Blain & S. E. Young	B&S	4-30-94	S $\frac{1}{2}$ of N $\frac{1}{2}$	9	12S 1E	160	400.00 48 394	5-25-94
Philipina Warner	B&S	10-15-94	SW $\frac{1}{4}$ of SW $\frac{1}{4}$ E $\frac{1}{2}$ of NE $\frac{1}{4}$	27 33	9S 3E	120	300.00 49 180	11-30-94

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk Pg	
C. T. Craft	B&S	10-15-94	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	11S 1E	40 100.00	57 53	4-22-96
Matilda Eifert	B&S	10-15-94	Lots 1 & 2 N $\frac{1}{2}$ of SW $\frac{1}{4}$	11	10S 1E	120.44 301.10	57 132	5-29-96
Anthony Bender	B&S	10-15-94	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	11	10S 1E	40 100.00	57 165	6-29-96
Amanda C. Knight	B&S	2-4-95	N $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Lot 1	17	15S 2W	157.52 1.00	49 402	6-1-95
Chas. E. Clark	B&S	2-4-95	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	21	11S 1E	40 80.00	63 256	2-12-03
G. W. Epler	B&S	5-6-95	N $\frac{1}{2}$ of NE $\frac{1}{4}$	31	9S 4E	80 200.00	49 456	7-2-95
J. M. Phillips	B&S	5-6-95	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	31	15S 2W	40 80.00	57 66	4-25-96

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
Wm. Warner	B&S	5-6-95	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	33	9S 3E	40	100.00 57	471 1-15-97
J. P. Williams	B&S	11-5-95	Lot 6 & SE $\frac{1}{4}$ of NW $\frac{1}{4}$	21	9S 1E	65	162.50 57	450 12-28-96
Henry Lyons	B&S	12-16-95	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Lots 7 & 8	13	9S 1E	119.17	357.50 63	244 8-6-98
Mrs. S. A. Berry	B&S	5-11-96	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	35	9S 2E	40	100.00 57	629 6-4-97
Harvey Shelton	B&S	11-9-96	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	17	10S 2E	40	100.00 63	250 1-4-00
Rebecca Ann Doty	B&S	11-9-96	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	11S 1E	40	100.00 63	243 6-27-98
T. M. Downing	B&S	2-18-97	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	29	11S 1E	40	80.00 63	245 10-18-98
Bernice Wilson	B&S	7-26-97	S $\frac{1}{2}$ of SW $\frac{1}{4}$	9	15S 1W	80	280.00 63	241 10-19-97

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acres	ation Bk Pg	
S. P. Chapman	QC	4-11-98	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	9S	1E 40	140.00 59 533	6-25-98
W. H. Nicollson	B&S	8-29-98	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	10S	3E 36.78	91.95 63 253	9-28-00
John C. Morgan	B&S	12-12-98	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	5	15S	1W 40	120.00 65 501	4-4-00
H. B. Moyer	B&S	12-12-98	S $\frac{1}{2}$ of N $\frac{1}{2}$	5	15S	1E 160	480.00 63 247	5-15-99
W. W. Craft (Duplicate)	QC	5-4-99	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	11S	1E 40	80.00 63 248	5-29-99
R. E. Warner & Wm. E. Warner	B&S	11-7-99	NW $\frac{1}{4}$	3	15S	2W 158.69	320.00 65 382	2-8-00
W. H. Hesseman & J. Schroeder	QC	11-27-99	S $\frac{1}{2}$ of SW $\frac{1}{4}$	29	9S	4E 80	280.00 65 427	3-5-00
T. S. Hensley	QC	12-26-99	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	35	9S	3E 40	180.00 69 408	6-5-02

Grantee	Instrument	Date	Description	Will. Mer. S. T. R.	Acres	Consider- ation	Record Bk Pg	Date of Record
D. H. Pierce	QC	5-28-00	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ N $\frac{1}{2}$ of SE $\frac{1}{4}$ & Lot 4	17 15S 2W	148.60	311.50	67 213	12-18-00
Justin Wentworth & G. K. Wentworth	QC	6-25-00	N $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$ 3 15S 1E NE $\frac{1}{4}$ of SE $\frac{1}{4}$	31 14S 1E	160	1200.00	67 63	8-6-00
James W. Cox	QC	10-29-00	N $\frac{1}{2}$ of NE $\frac{1}{4}$	31 11S 1E	80	304.00	67 262	1-30-01
Justin & Geo. K. Wentworth	QC	2-3-02	S $\frac{1}{2}$ of NW $\frac{1}{4}$	33 14S 1E	80	600.00	69 324	4-21-02
The Curtiss Lbr. Co.	B&S	8-11-02	S $\frac{1}{2}$ of SE $\frac{1}{4}$	29 9S 3E	80	200.00	63 255	10-3-02



Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of Record
				S.	T. R.	Acre	ation Bk Pg	
Marshall S. Clark	QC	9-7-03	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	21	11S	1E	40 100.00 75 166	11-11-03
Robt. S. Shaw	QC	1-4-04	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ N $\frac{1}{2}$ of SW $\frac{1}{4}$	3	10S	3E	120 300.00 75 303	1-22-04
Booth-Kelly Lbr. Co.	QC	2-8-04	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ S $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$	13	15S	1W	160 880.00 78 422	1-16-05
Booth-Kelly Lbr. Co.	QC	12-1-04	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	11	15S	1W	40 280.00 78 636	6-17-05
August D. Anderson	QC	2-24-05	Lots 2 & 3 Lot 1	27	9S	2E	127.85 383.55 83 175	9-24-06
D. H. Pierce	QC	6-27-05	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of SE $\frac{1}{4}$	17	15S	2W	80 200.00 80 192	10-28-05

Grantee	Instrument	Date	Description	Will. Mer.			Acres	Consideration		Pg	Date of Record
				S.	T.	R.		ation	Bk		
J. C. & Henry Lyons	WD	7-28-85	SE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>	19	9S	2E	80	200.00	31	518	6-28-87
			NE <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>								
George Hanson	WD	8-5-85	SW <sup>1</sup> / <sub>4</sub> of SW <sup>1</sup> / <sub>4</sub>	27	15S	1W	40	100.00	31	218	10-11-86
Thos. Iorns	WD	8-12-85	SE <sup>1</sup> / <sub>4</sub>	21	9S	1E	160	220.00	80	561	4-18-06
Elizabeth Hermann	WD	8-12-85	NE <sup>1</sup> / <sub>4</sub>	25	9S	1E	160	400.00	31	91	7-10-86
Earnest Wendt	WD	8-18-85	NW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	17	10S	1E	80	180.00	31	2	5-26-86
			SE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>								
Lyman Wright	WD	8-18-85	N <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub>	33	14S	2W	80	240.00	31	12	5-31-86
Isaac Banta	WD	9-2-85	NE <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub>	3	12S	1E	40	100.00	33	285	1-13-88

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R. Acres	ation Bk	Pg	
James H. Stephens	WD	9-2-85	S $\frac{1}{2}$ of NE $\frac{1}{4}$	29	13S 2W 80	200.00	29 563	3-30-86
Chas. W. Richardson	WD	9-2-85	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	10S 1E 80	110.00	31 43	6-24-86
James A. Richardson	WD	9-2-85	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	27	10S 1W 40	80.00	31 322	12-13-86
Henry K. Arnold	WD	9-15-85	S $\frac{1}{2}$ of SE $\frac{1}{4}$	13	10S 1W 80	90.00	29 545	3-15-86
Peter R. Bilyeu	WD	9-15-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	17	10S 1W 40	100.00	31 28	6-15-86
Mitchell Wilkins	WD	9-23-85	N $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$	35	15S 3W 160	400.00	35 154	3-7-89
John Boyce	WD	9-23-85	NW $\frac{1}{4}$	27	9S 1E 160	400.00	29 555	3-25-86

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
J. T. Beckwith	WD	9-23-85	N $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	10S 1E	120	29 579	4-16-86
J. P. Williams	WD	9-23-85	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & Lot 7	21	9S 1E	58.20	33 144	10-21-87
Hiram H. Smith	WD	10-21-85	E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	12S 4W	20	31 32	6-18-86
John Bryant	WD	10-21-85	Lots 1, 2, 3, '4, 5 & 6; NE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	10S 1E	92.99	31 46	6-24-86
George W. Phillips	WD	10-21-85	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	18	10S 1W	43.24	31 56	6-26-86
S. D. Keeney	WD	10-21-85	S $\frac{1}{2}$ of SW $\frac{1}{4}$	29	14S 1E	80	35 390	7-19-89

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Record	
					Acres	Bk	Pg	Record
S. D. Keeney	WD	10-21-85	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	14S 1E	40	100.00 35	394 7-19-89
Abner D. Gardner	WD	2-2-86	Lots 4 & 5	27	9S 2E	63.78	159.37 29	597 4-30-86
Marion F. C. Gaines	WD	3-5-86	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	25	10S 2W	40	80.00 65	317 12-28-99
Ernst Wendt	WD	5-7-86	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	17	10S 1E	40	100.00 31	144 8-31-86
William Tucker	WD	6-21-86	Lots 7 & 8 N $\frac{1}{2}$ of SW $\frac{1}{4}$	19	11S 1E	147	220.50 31	209 10-5-86
Joel P. Williams	WD	7-12-86	Lot 5	21	9S 1E	47.24	70.86 33	147 10-21-87
J. H. Wigle	WD	7-28-86	E $\frac{1}{2}$ of NE $\frac{1}{4}$	9	15S 2W	80	200.00 31	137 8-28-86
Mrs. Annie W. Jones	WD	9-14-86	W $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of NW $\frac{1}{4}$	19	9S 2E	120	180.00 31	299 12-2-86

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of
				S.	T. R.	ation	Bk Pg	
Mrs. Annie W. Jones	WD	9-14-86	E $\frac{1}{2}$ of NE $\frac{1}{4}$	19	9S 2E	80 120.00	31 304	12-2-86
S. D. Keeney	WD	11-2-86	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	33	14S 1E	40 120.00	35 399	7-19-89
S. D. Keeney	WD	11-2-86	E $\frac{1}{2}$ of SW $\frac{1}{4}$ $\frac{1}{4}$ SW $\frac{1}{4}$ of SW $\frac{1}{4}$	33	14S 1E	120 340.00	35 404	7-19-89
W. W. Martin	WD	1-15-87	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	9S 3E	40 90.00	33 482	7-14-88
L. C. Miller	WD	2-9-87	Lot 3 & $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	9S 1E	77.26 193.15	33 590	10-16-88
L. C. Miller	WD	2-9-87	N $\frac{1}{2}$ of NE $\frac{1}{4}$	23	9S 1E	80 200.00	33 581	10-16-88
L. C. Miller	WD	2-9-87	N $\frac{1}{2}$ of SW $\frac{1}{4}$	23	9S 1E	80 200.00	33 603	10-16-88
John Bryant	WD	2-9-87	N $\frac{1}{2}$ of NW $\frac{1}{4}$	35	9S 1E	80 266.00	31 471	4-19-87

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
United States	B&S	5-9-87	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	18S 4W	1.00	33 64	9-8-87
			NW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	14S 1E			
			NE $\frac{1}{4}$ of SW $\frac{1}{4}$					
			SE $\frac{1}{4}$ of NW $\frac{1}{4}$	29	11S 1E			
Sarah L. Cooper	WD	7-13-87	Lot 1	13	14S 2W	38.70 115.00	33 75	9-9-87
Martin Gilleran	WD	8-22-87	S $\frac{1}{2}$ of NE $\frac{1}{4}$	3	10S 2E	158.97 320.00	33 117	10-3-87
			Lots 1 & 2					
Lewis T. Henness	WD	9-20-87	N $\frac{1}{2}$ of NE $\frac{1}{4}$ (being Lots) (1 & 2 )	3	10S 3E	70.49 160.00	33 239	12-7-87
Judson Loofbourrow	WD	10-5-87	S $\frac{1}{2}$ of NW $\frac{1}{4}$	19	11S 1E	84.43 126.65	35 18	12-12-88



Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
Lyman Wright	WD	10-5-87	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	33	14S 2W	40 140.00	42 600	12-21-91
Cornelia E. Rainwater	WD	11-15-87	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	19	9S 2E	120 330.00	33 290	1-16-88
John Bryant	WD	11-15-87	W $\frac{1}{2}$ of SW $\frac{1}{4}$					
			NE $\frac{1}{4}$	35	9S 1E	160 440.00	39 369	12-9-90
J. W. Drury	WD	11-15-87	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	9S 3E	43.58 108.95	46 327	4-22-93
J. H. Walker	WD	6-29-89	Lots 3 & 4	31	9S 3W	130.95 622.00	44 336	5-21-92
			, SW $\frac{1}{4}$ of NW $\frac{1}{4}$					
George Bender	WD	6-29-89	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S 1E	40 133.00	44 351	6-2-92
Jos. E. Berry & Henrietta L Berry	WD	6-29-89	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	11S 1E	40 95.00	44 537	9-19-92

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk Pg	
David S. Myers	WD	6-29-89	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	11S 1E	40 171.00	48 1	10-11-93
Seth Rockwell	WD	6-29-89	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	31	10S 1E	40 114.00	59 468	5-5-98
Santiam Lumber- ing Co.	QC	3-14-92	S $\frac{1}{2}$ of SE $\frac{1}{4}$	31	9S 3E	80 400.00	44 303	5-6-92
John A. Shaw	QC	3-14-92	S $\frac{1}{2}$ of SW $\frac{1}{4}$	33	9S 3E	80 380.00	44 306	5-6-92
Christopher Silbernagel	WD	3-14-92	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	11	10S 1E	40 140.00	44 355	6-2-92
J. R. Geddes	QC	3-14-92	S $\frac{1}{2}$ of NE $\frac{1}{4}$	31	9S 4E	80 200.00	44 395	6-23-92
John H. Geddes	QC	3-14-92	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	5	10S 3E	40 171.00	44 401	6-28-92
James S. Mills	WD	3-14-92	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	9S 2E	40 140.00	46 34	11-22-92

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk	Record
C. H. Glunz	QC	3-14-92	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	27	14S 1W	40	152.00	46 87 12-28-92
B. Frank Arnold	QC	11-9-92	S $\frac{1}{2}$ of SW $\frac{1}{4}$	31	9S 3E	83.39	248.47	59 493 5-18-98
J. G. Barr	QC	2-24-93	S $\frac{1}{2}$ of SW $\frac{1}{4}$	3	10S 3E	80	200.00	78 201 9-27-04
John H. Geddes	QC	10-15-94	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	5	10S 3E	40	200.00	59 332 1-31-98
Mrs. E. Schneider	QC	2-4-95	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	9S 1W	40	240.00	59 62 8-3-97
Mary Flatman	QC	5-11-96	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S 1E	40	180.00	61 62 10-31-98
Chas. K. Spaulding	QC	2-15-97	Lots 1 & 2	13	10S 4W	29.93	150.00	59 205 10-16-97
Seth Rockwell	QC	7-26-97	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	31	10S 1E	40	120.00	59 471 5-5-98
Louisa M. Cary	QC	7-26-97	E $\frac{1}{2}$ of NE $\frac{1}{4}$	21	10S 1E	80	320.00	59 126 9-28-97

Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk Pg	
Matilda Eifert	QC	7-26-97	S $\frac{1}{2}$ of SW $\frac{1}{4}$ $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	11S 1E	480.00	67 140	10-5-00
Joseph Leeper	QC	7-26-97	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	23	10S 1W	120.00	67 437	6-24-01
Isaiah Piatt	QC	7-26-97	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	10S 1W	120.00	78 120	8-2-04
Henry F. Ellis	QC	11-8-97	Lot 3	31	9S 3E	43.45 152.07	59 396	3-12-98
John H. Geddes	QC	12-20-97	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	5	10S 3E	200.00	59 365	2-16-98
J. B. McDonell	QC	4-11-98	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	25	14S 2W	120.00	65 443	3-12-00
H. Trinwith	QC	6-6-98	SE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	9S 4E	120.00	83 198	10-31-06
John C. Morgan	QC	12-12-98	SW $\frac{1}{4}$ of NW $\frac{1}{4}$	5	15S 1W	140.00	65 518	4-4-00

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	ation	Bk	Record
J. E. Farmer	QC	2-6-99	Lots 3 & 4	35	9S 2E	82.20	287.70 75	76 9-28-03
A. R. McDonald	QC	5-1-99	W $\frac{1}{2}$ of NE $\frac{1}{4}$	25	10S 1W	80	280.00 67	177 11-15-00
F. Domogala	QC	6-12-99	Lot 6	29	9S 1E	20	120.00 65	226 11-7-99
W. W. Haines & Co.	QC	8-21-99	N $\frac{1}{2}$ of NW $\frac{1}{4}$	11	10S 2E	80	360.00 67	1 5-24-00
E. C. Baker	QC	8-21-99	Lots 1 & 2	19	14S 2W	12.40	35.00 75	267 1-4-04
J. R. Geddes	QC	10-9-99	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	33	9S 3E	40	200.00 67	225 12-27-00
Grace M. Pearce	QC	11-27-99	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	3	10S 3E	40	140.00 67	274 2-9-01
Grace M. Pearce	QC	11-27-99	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	10S 3E	40	140.00 67	276 2-9-01

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record			Date of Record		
				S.	T. R.	Acres	ation	Bk		Pg	
Justin Wentworth & Geo. K. Wentworth	QC	6-25-00	Sundry lands	31	14S	1E	9850.33	73877.48	67	65	8-6-00
			in Secs. 31 & 33,	14S	2E						
			Secs. 3, 5, 11, 13	15S	1E						
			Secs. 1, 3, 5, 9, 11, 15	15S	2E						
			17, 21, 23, 25,	15S	2E						
Almira Jakes	QC	9-3-00	S $\frac{1}{2}$ of SE $\frac{1}{4}$	21	10S	1E	80	440.00	67	249	1-19-01
Fred A. Pepperling	QC	9-3-00	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	10S	1E	40	200.00	73	56	10-28-02
Fred A. Pepperling	QC	9-3-00	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	10S	1E	40Dup.	200.00	73	461	4-30-03
J. B. Withey	QC	10-29-00	S $\frac{1}{2}$ of SW $\frac{1}{4}$	31	9S	4E	72.30	216.90	69	55	12-10-01
C. E. Mills	QC	12-17-00	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	9S	2E	40	140.00	67	451	7-2-01

Grantee	Instrument	Date	Description	Will Mer.		Consider- ation	Record Bk	Pg	Date of Record
				S.	T. R.				
Archibal B. Myers	QC	12-17-00	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	27	11S 1E	40	140.00	73	481 5-9-03
James S. Mills	QC	2-18-01	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	9S 2E	40	140.00	67	446 6-28-01
John H. Geddes	QC	4-8-01	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	5	10S 3E	40	114.00	67	490 8-16-01
W. W. Haines & Co.	QC	6-10-01	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S 2E	40	247.00	67	601 10-26-01
W. W. Haines & Co	QC	7-29-01	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	10S 2E	40	247.00	67	599 10-26-01
Ephriam Shepherd	QC	12-2-01	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	15	9S 1W	40	240.00	69	287 4-8-02
Justin & Geo. K									
Wentworth	QC	2-3-02	S $\frac{1}{2}$ of NW $\frac{1}{4}$	33	14S 1E	80Dupl	600.00	69	324 4-21-02



Grantee	Instrument	Date	Description	Will Mer.		Consider-Record		Date of Record
				S.	T. R.	ation	Bk Pg	
Justin & Geo. K. Wentworth	QC	2-3-02	Sundry lands in Secs. 33, Secs. 1, 9, Secs. 7, 13, 27,			2157.60	16182.00	69 326
					14S			1E
					15S			1E
					15S			2E
Willamette Pulp & Paper Co.	QC	4-7-02	Lot 6	11	9S	1W	7.67	75.00
							69	450
								6-23-02
W. C. Brown	QC	7-7-02	SE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	9S	1W	40	300.00
							73	197
								1-5-03
O. M. Aplet	QC	11-3-02	SW $\frac{1}{4}$ of SE $\frac{1}{4}$	5	11S	1E	40	120.00
							73	285
								2-17-03
Curtiss Lbr. Co.	QC	11-3-02	W $\frac{1}{2}$ of SE $\frac{1}{4}$	33	9S	3E	1050.96	10250.00
							73	282
								2-17-03
			N $\frac{1}{2}$ of NW $\frac{1}{4}$ &					
			NE $\frac{1}{4}$	9	10S	3E		
			NE $\frac{1}{4}$	15	10S	3E		
			All	5	10S	4E		

Grantee	Instrument	Date	Description	Will Mer.		Consider- Record		Date of
				S.	T. R.	Acres	ation Bk Pg	
J. F. Potter	QC	1-5-03	S $\frac{1}{2}$ of SE $\frac{1}{4}$	23	9S	1E	80 260.00 73 551	6-15-03
John A. McRae	QC	7-6-03	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	21	9S	2E	40 100.00 75 203	12-5-03
Robt. C. Pepperling	QC	11-2-03	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	10S	1E	40 160.00 78 70	6-29-04
D. S. Myers	QC	1-4-04	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	27	11S	1E	40 140.00 75 554	4-5-04
George Neibert	QC	5-9-04	Lot 4	15	9S	1W	43.06 215.30 78 140	8-17-04
The Booth-Kelly								
Lbr. Co.	QC	12-1-04	Sundry lands in				2531.20 17718.40 78 634	6-17-05
			Secs. 7, 9, 15, 17,	15S	1E			
			Sec. 11,	15S	1W			

Grantee	Instrument	Date	Description	Will Mer.	Consider- ation	Record Bk	Pg	Date of Record
The Booth-Kelly								
Lbr. Co.	QC	5-9-04	Sundry lands in Secs. 13, Secs. 17, 19, 21, Sec. 13,	15S 1W 15S 1E 16S 1W	1244.71 5578.78	78	638	6-17-05
Not in Linn County								
			Secs. 15 & 21	20S 2W				
Nelson Hansen	QC	10-3-04	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	27 10S 1E	40 240.00	83	117	8-14-06
D. H. Pierce	QC	6-27-05	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ & Lot 5	17 15S 2W	51.96 129.90	80	190	10-28-05
W. W. Haines & Co.	QC	7-1-05	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	11 10S 2E	40 200.00	80	398	2-19-06
S. V. Hall	QC	7-20-05	S $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$	17 10S 1E	120 540.00	80	259	12-5-05

Grantee	Instrument	Date	Description	Will Mer.		Consider-		Date of
				S.	T. R.	ation	Bk Pg	
Wm. C. Skelton	QC	8-9-05	Lots 4 & 5	31	11S 1E	270.00	80 254	12-2-05
Lucia C. Richardson	QC	8-9-05	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	17	11S 1E	120.00	80 411	2-26-06
Timothy F. Cowgill	QC	9-8-05	S $\frac{1}{2}$ of NW $\frac{1}{4}$	15	15S 1W	320.00	80 547	4-13-06
Star Mill & Flume Co.	QC	3-1-06	Sundry lands in Secs. 5, 9, 11, 13 Sec. 7,		1720.39 11S 1E 11S 2E	21632.40	83 211	10-20-06
Thomas Iorns	Ctf	10-28-82	SE $\frac{1}{4}$	21	9S 1E	220.00	27 372	10-13-83
James Warner & Robt. Warner	Ctf	5-31-89	NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	9S 3E	100.00	35 455	8-20-89
Joel Vail	Ctf	9-4-89	N $\frac{1}{2}$ of NW $\frac{1}{4}$	23	12S 1E	200.00	35 524	9-18-89

Grantee	Instrument	Date	Description	Will Mer.		Consideration		Date of Record
				S.	T. R.	Acres	Bk Pg	
Robt. Warner	Ctf	2-27-90	W $\frac{1}{2}$ of NE $\frac{1}{4}$	33	9S 3E	80	200.00 37 274	3-10-90
John H. Geddes	Ctf	7-16-90	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	5	10S 3E	40	171.17 39 486	1-31-91
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John H. Geddes	Ctf	7-16-94	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	5	10S 3E	40	200.00 48 472	8-6-94
Oregon & California Railroad Company	QC	7-21-03	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{2}$ of SE $\frac{1}{4}$	25	14S 2W	—	1.00 75 1	7-30-03
do	QC	12-30-04	S $\frac{1}{2}$	1	10S 2E	—	1.00 78 581	5-1-05

State of Oregon )  
County of Linn ) ss.

I hereby certify that the foregoing seven sheets correctly show the Record Book and Page and the date of recording the written instruments thereon referred to.

Witness my hand and seal of office on August 20th, 1912.

GRANT FROMAN,

(Seal.)

County Recorder of Linn County, Oregon.

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